

Appendix B

EXHIBIT A-01

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Terms of Use

Part A: New version - effective as of Sep 8th, 2020

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY!

Welcome to www.alibaba.com and www.aliexpress.com! These Terms of Use describe the terms and conditions applicable to your access and use of the websites, mobile sites, mobile applications and other portals owned, operated, branded or made available by Alibaba.com (defined below) from time to time which relate to (a) the Alibaba e-commerce platform including but not limited to the web and mobile-optimized versions of the websites identified by the uniform resource locator "www.alibaba.com" and the [mobile applications of the Alibaba.com e-commerce platform](#) (the "Alibaba Sites"); and (b) the AliExpress e-commerce platform including but not limited to the web and mobile-optimized versions of the websites identified by the uniform resource locators "www.aliexpress.com", "www.aliexpress.ru" and "www.tmall.ru" ("AliExpress Sites"), and the [mobile applications](#) of the AliExpress e-commerce platforms (with Alibaba.com Sites and AliExpress Sites collectively the "Sites"). This document is a legally binding agreement between you as the user(s) of the Sites (referred to as "you", "your" or "User" hereinafter) and the Alibaba.com contracting entity determined in accordance with clause 2.1 below (referred to as "we", "our" or "Alibaba.com" hereinafter).

1.Application and Acceptance of the Terms

1.1 Your access to and use of the Sites and Alibaba.com's services, software and products through the Sites, which shall include the platforms described in clause 7.1 of the Terms (such services, software and products collectively referred to as the "**Services**" hereinafter) is subject to the terms and conditions contained in this document as well as the Privacy Policy (defined in clause 3.3 below), the [Product Listing Policy](#) and any other rules and policies of the Sites that Alibaba.com may publish from time to time. This document and such other rules and policies of the Sites are collectively referred to below as the "**Terms**". **By accessing and use of the Sites and Services, you agree to accept and be bound by the Terms.** Please do not access or use the Services or the Sites if you do not accept all of the Terms.

1.2 You may not access or use the Services or the Sites and may not accept the Terms if (a) you are not of legal age to form a binding contract with Alibaba.com, or (b) you are not permitted to receive any Services under the laws of Hong Kong or other countries / regions including the country / region in which you are resident or from which you access and use the Services and the Sites.

1.3 Alibaba.com may amend any Terms at any time by posting the relevant amended and restated Terms on the Sites. By continuing to access or use the Services or the Sites, you agree that the amended and restated Terms will apply to you.

1.4 If Alibaba.com has posted or provided a translation of the English language version of the Terms, you agree that the translation is provided for convenience only and that the English language version will govern your access to and use of the Services or the Sites.

1.5 You may be required to enter into separate agreement(s), whether online or offline, with Alibaba.com or our affiliate for any Service (or features within the Services) (each an "**Additional Agreement**"). If there is any conflict or inconsistency between the Terms and an Additional Agreement, the Additional Agreement shall take precedence

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over the Terms only in relation to that Service (or feature within the Service) concerned.

1.6 The Terms may not otherwise be modified except in writing by an authorized officer of Alibaba.com.

2. Provision of Services

2.1 If you are a registered member of any of the Sites, and you are from mainland China, you are contracting with Hangzhou Alibaba Advertising Co., Ltd.

If you are a registered member of any of the Sites, and you are from Hong Kong or Macau, the Alibaba.com contracting entity that you are contracting with is Alibaba.com Hong Kong Limited.

If you are a registered member of any of the Sites, and either (a) you are from a place outside mainland China, Hong Kong, Macau; or (b) you access and use the Alibaba Sites from any of the Relevant Jurisdictions, you are contracting with Alibaba.com Singapore E-Commerce Private Limited (incorporated in Singapore with Company Reg. No. 200720572D). As some or part of the Services may be supported and provided by affiliates of Alibaba.com, Alibaba.com may delegate some of the Services to its affiliates.

Notwithstanding anything to the contrary in the forgoing provisions in this clause 2.1, if you are a registered member of AliExpress, and you are resident in or access and use the AliExpress Sites from any of the Relevant Jurisdictions (the **"AliExpress Relevant Jurisdiction User"**), your contract is with AliExpress Russia Holding Private Limited (incorporated in Singapore with Company Reg. No. 201917627W). **"Relevant Jurisdictions"** shall mean the Russian Federation, Azerbaijan, Armenia, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Turkmenistan, Tajikistan and Uzbekistan.

2.2 You must register as a member on the Sites in order to access and use some Services. Further, Alibaba.com reserves the right, without prior notice, to restrict access to or use of certain Services (or any features within the Services) to paying Users, or subject to other conditions that Alibaba.com may impose in our discretion.

2.3 Services (or any features within the Services) may vary for different regions and countries. No warranty or representation is given that a particular Service or feature or function thereof or the same type and extent of the Service or features and functions thereof will be available for Users. Alibaba.com may in our sole discretion limit, deny or create different levels of access to and use of any Services (or any features within the Services) with respect to different Users.

2.4 Alibaba.com may launch, change, upgrade, impose conditions to, suspend, or stop any Services (or any features within the Services) without prior notice except that in case of a fee-based Service, such changes will not substantially adversely affect the ability of such paying Users to enjoy that Service, except in respect of any AliExpress Relevant Jurisdiction Users. In respect of any AliExpress Relevant Jurisdiction Users, AliExpress Russia Holding Private Limited may launch, change, upgrade, impose conditions to, suspend, or stop any Services (or any features within the Services) without prior notice except that in case of a fee-based Service, such changes will not substantially adversely affect the ability of such paying Users to enjoy that Service.

2.5 Some Services (or part thereof) may be provided by Alibaba.com's affiliates on behalf of Alibaba.com.

2.6 Promotion Services provided by Alibaba.com pursuant to the terms hereunder shall include: 1) Top Ranking and Sponsored Listing; 2) services that benefit, promote, support, whether directly or indirectly, the business of User, the User's brand, product, store, logo, trademark, service mark, User Content (as defined in clause 3.7 of the Terms) and/or derivative work using the User Content on software, applications, tools, browser extensions and/or platforms operated and/or controlled by Alibaba.com (**"Alibaba Channels"**) and/or on software, applications, channels, platforms, websites and/or any other forms of media that are operated and/or controlled by third parties (**"Third Party Channels"**); and 3) any such other services as may be announced by Alibaba.com from time to time.

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Alibaba.com shall be entitled to, at its sole discretion, determine whether the Promotion Services or any part thereof will be available to you.

3. Users Generally

3.1 As a condition of your access to and use of the Sites or Services, you agree that you will comply with all applicable laws and regulations when accessing or using the Sites or Services.

3.2 You agree that (a) you will not copy, reproduce, download, re-publish, sell, distribute or resell any Services or any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc available on or through the Sites (the "Site Content"), and (b) you will not copy, reproduce, download, compile or otherwise use any Site Content for the purposes of operating a business that competes with Alibaba.com, or otherwise commercially exploiting the Site Content. Systematic retrieval of Site Content from the Sites to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from Alibaba.com is prohibited. Use of any content or materials on the Sites for any purpose not expressly permitted in the Terms is prohibited.

3.3 You must read the following documents which govern the protection and use of personal information about Users in the possession of Alibaba.com and our affiliates:

a) for Users who access or use Sites relating to the Alibaba e-commerce platform, the [Alibaba.com Privacy Policy](#), and

b) for Users who access or use Sites relating to the AliExpress e-commerce platforms, the [Aliexpress.com Privacy Policy](#), or the [Privacy Policy of "www.aliexpress.ru"](#) and ["www.tmall.ru"](#) (collectively, the "Privacy Policy").

3.4 Alibaba.com may allow Users to access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise), API or otherwise to such third parties' web sites. You are cautioned to read such web sites' terms and conditions and/or privacy policies before using the Sites. You acknowledge that Alibaba.com has no control over such third parties' web sites, does not monitor such web sites, and shall not be responsible or liable to anyone for such web sites, or any content, products or services made available on or through such web sites.

3.5 You agree not to undertake any action to undermine the integrity of the computer systems or networks of Alibaba.com and/or any other User nor to gain unauthorized access to such computer systems or networks.

3.6 You agree not to undertake any action which may undermine the integrity of Alibaba.com' s feedback system, such as leaving positive feedback for yourself using secondary Member IDs or through third parties or by leaving unsubstantiated negative feedback for another User.

3.7 By posting or displaying any logos, trademarks, service marks, brands, description/information in the product listings, and any other information, content or material on the Sites (any of such information, content or material, collectively referred to as "User Content") or providing any User Content to Alibaba.com and/or its affiliates and their respective representative(s), and to the extent permitted under applicable laws, you grant an irrevocable, perpetual, worldwide, royalty-free, and sub-licensable (through multiple tiers) license to Alibaba.com and/or its affiliates and their respective representative(s) to display, transmit, distribute, reproduce, publish, duplicate, adapt, modify, edit, translate, create derivative works using the User Content, remove any part of it (including, without limitation, the watermark or mark the User Content bears), and otherwise use any or all of the User Content in any form, media, or technology now known or not currently known in any manner, on the Sites, Alibaba Channels and/or Third Party Channels and for any purpose which may be beneficial, whether directly or indirectly, to Alibaba.com, the operation of the Sites, the provision of any Services and Promotion Services and/or the business of the User. You confirm and warrant to Alibaba.com that you have all the rights, power and authority necessary to grant the above license and the User Content and use of such User Content (including derivative works) by Alibaba.com and/or its affiliates under such license is free from any infringement or violation of any Third Party Rights (as defined in clause 5.4 of the Terms). To the maximum extent permitted by law, you waive your right to enforce your Intellectual Property Rights in the User Content against Alibaba.com and/or its affiliates, assignees or sub-licensees in connection with use of such User Content in connection with the Services. Information that is protected under data protection laws will only be used and kept in compliance with those laws.

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4. Member Accounts

4.1 User must be registered on the Sites to access or use some Services (a registered User is also referred to as a **"Member"** below). Except with Alibaba.com's approval, one User may only register one member account on the Sites. Alibaba.com may cancel or terminate a User's member account if Alibaba.com has reasons to suspect that the User has concurrently registered or is in control of two or more member accounts. Further, Alibaba.com may reject User's application for registration for any reason.

4.2 Upon registration on the Sites, Alibaba.com shall assign an account and issue a member ID and password (the latter shall be chosen by a registered User during registration) to each registered User. An account may have a web-based email account with limited storage space for the Member to send or receive emails.

4.3 A set of Member ID and password is unique to a single account. Each Member shall be solely responsible for maintaining the confidentiality and security of your Member ID and password and for all use of and activities that occur under your account (whether such use or activities are authorized or not). No Member may share, assign, or permit the use of your Member account, ID or password by another person, even to other individuals within the Member's own business entity (where applicable). Member agrees to notify Alibaba.com immediately if you become aware of any unauthorized use of your password or your account or any other breach of security of your account.

4.4 Member agrees that all use of the Sites and Services, and all activities that occur under your account (including without limitation, posting any company or product information, clicking to accept any Additional Agreements or rules, subscribing to or making any payment for any services, sending emails using the email account or sending SMS) will be deemed to have been authorized by the Member.

4.5 Member acknowledges that sharing of your account with other persons, or allowing multiple users outside of your business entity to use your account (collectively, **"multiple use"**), may cause irreparable harm to Alibaba.com or other Users of the Sites. Member shall indemnify Alibaba.com, our affiliates, directors, employees, agents and representatives against any loss or damages (including but not limited to loss of profits) suffered as a result of the multiple use of your account. Member also agrees that in case of the multiple use of your account or Member's failure to maintain the security of your account, Alibaba.com shall not be liable for any loss or damages arising from such a breach and shall have the right to suspend or terminate Member's account without liability to the Member.

5. Member's Responsibilities

5.1 Each Member represents, warrants and agrees that (a) you have full power and authority to accept the Terms, to grant the license and authorization and to perform the obligations hereunder; (b) your access and use the Sites and Services will be for business purposes only; and (c) for Members who are business entities, the address you provide when registering is the principal place of business of your business entity. For purposes of this provision, a branch or liaison office will not be considered a separate entity and your principal place of business will be deemed to be that of your head office.

5.2 Member will be required to provide information or material about your entity, business or products/services as part of the registration process on the Sites for your access to and use of any Service or the member account. Each Member represents, warrants and agrees that (a) such information and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Sites or Service is true, accurate, current and complete, and (b) you will maintain and promptly amend all information and material to keep it true, accurate, current and complete.

5.3 Upon becoming a Member, you consent to the inclusion of the contact information about you in our database and authorize Alibaba.com and our affiliates to share the contact information with other Users or otherwise use your personal information in accordance with the Privacy Policy.

5.4 Each Member represents, warrants and agrees that (a) you shall be solely responsible for obtaining all necessary third party licenses and permissions regarding any User Content that you submit, post or display; (b) any User Content that you submit, post or display does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party (**"Third Party Rights"**); and (c) you have the right and authority to sell, trade, distribute or export or offer to sell, trade, distribute or export the products

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or services described in the User Content and such sale, trade, distribution or export or offer does not violate any Third Party Rights.

5.5 Each Member further represents, warrants and agrees that the User Content that you submit, post or display shall:

- a) be true, accurate, complete and lawful;
- b) not be false, misleading or deceptive;
- c) not contain information that is defamatory, libelous, threatening or harassing, obscene, objectionable, offensive, sexually explicit or harmful to minors;
- d) not contain information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- e) not violate the [Product Listing Policy](#), other Terms or any applicable Additional Agreements
- f) not violate any applicable laws and regulations (including without limitation those governing export control, consumer protection, unfair competition, price gouging or false advertising) or promote any activities which may violate any applicable laws and regulations;
- g) not contain any link directly or indirectly to any other web Sites which includes any content that may violate the Terms.

5.6 Each Member further represents, warrants and agrees that you shall/are:

- a) carry on your activities on the Sites in compliance with any applicable laws and regulations;
- b) conduct your business transactions with other users of the Sites in good faith;
- c) carry on your activities in accordance with the Terms and any applicable Additional Agreements;
- d) not use the Services or Sites to defraud any person or entity (including without limitation sale of stolen items, use of stolen credit/debit cards);
- e) not impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;
- f) not engage in spamming or phishing;
- g) not engage in any other unlawful activities (including without limitation those which would constitute a criminal offence, give rise to civil liability, etc) or encourage or abet any unlawful activities;
- h) not involve attempts to copy, reproduce, exploit or expropriate Alibaba.com's various proprietary directories, databases and listings;
- i) not involve any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;
- j) not involve any scheme to undermine the integrity of the data, systems or networks used by Alibaba.com and/or any user of the Sites or gain unauthorized access to such data, systems or networks;
- k) not, and your director(s), officer(s), controlling party/ies, affiliates and legal jurisdiction in which any of the foregoing persons or entities is organized or has operations are not, persons or entities that are subject to any economic or fraud sanctions of any governmental, international or regulatory entities; and
- l) not engage in any activities that would otherwise create any liability for Alibaba.com or our affiliates.

5.7 Member may not use the Sites, Services or member account to engage in activities which are identical or similar to Alibaba.com's e-commerce marketplace business.

5.8 If Member provides a business referee, Member represents, warrants and agrees that you have obtained all necessary consents, approvals and waivers from such referee to (a) act as your business referee; (b) post and publish their contact details and information, reference letters and comments on their behalf; and (c) that third parties may contact such business referees to support claims or statements made about you. You further warrant and agree that all reference letters and comments are true and accurate and third parties may contact the business referees without the need to obtain your consent.

5.9 Member agrees to provide all necessary information, materials and approval, and render all reasonable assistance and cooperation necessary for Alibaba.com's provision of the Services, evaluating whether Member has breached the Terms and/or handling any complaint against the Member. If Member's failure to do so results in delay in, or suspension or termination of, the provision of any Service, Alibaba.com shall not be obliged to extend the relevant service period nor be liable for any loss or damages arising out of or in connection with such delay, suspension or termination.

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5.10 Member acknowledges and agrees that Alibaba.com reserves the right to, but shall not be required to actively monitor or exercise any editorial control whatsoever over the content of any message or material or information (including User Content) created, obtained or accessible through the Services or Sites. Alibaba.com does not endorse, verify or otherwise certify the contents of any comments or other material or information (including User Content) created, submitted, posted, displayed or otherwise made by any Member. Each Member is solely responsible for the contents of their communications and may be held legally liable or accountable for the content of their comments or other material or information

5.11 Member acknowledges and agrees that the Sites and Services may only be used by businesses and their representatives for business use and not for individual consumers or for personal use.

5.12 Member acknowledges and agrees that each Member is solely responsible for observing applicable laws and regulations in its respective jurisdictions to ensure that all access and use of the Site and Services are in compliance with the same.

5.13 Each Member represents, warrants and agrees that

- (a) you and your affiliates shall comply with applicable laws and regulations in conducting your respective business (including without limitation applicable laws and regulations with respect to product safety, intellectual property rights, data privacy, consumer protection, product or regulatory certification, import and export control, unfair competition, price gouging, false advertising, labor, environment, health and safety, anti-bribery and anti-money laundering);
- (b) you and your affiliates are not the subject of any trade restrictions, sanctions or other legal restrictions enacted or proposed to be enacted by any country, international organization or jurisdiction ("Relevant Subjects");
- (c) you and your affiliates are not offering products or services that would likely trigger any international trade restrictions, sanctions or other legal restrictions by any Relevant Subjects;
- (d) neither you, or any of your parent companies or affiliates, directly or indirectly, deals with, or provides any funds, goods or services to Relevant Subjects; and
- (e) you will at all times comply with all applicable export control and sanctions laws and regulations with regard to products, services, software and technologies in using the Services, including sanctions resolutions, laws and regulations enacted and enforced by the UN Security Council, the People's Republic of China, the United States of America, and any other country.

If, at any time, you fail to meet any of the above requirements, you should stop using the Services immediately. If Alibaba.com reasonably believes that any of your conduct violates or threatens to violate any applicable laws and regulations, Alibaba.com may, at its sole discretion, at any time take action as it may deem appropriate in light of the circumstances, including, but not limited to, terminating the provision of Services to you, closing relevant purchase orders, and terminating your accounts, while reserving all rights it may have regarding any non-compliant actions or conduct of its members.

6. Breaches by Members

6.1 Alibaba.com reserves the right in our sole discretion to remove, modify or reject any User Content (in whole or in part) that you submit to, post or display on the Sites which we reasonably believe (i) violates any applicable laws and regulations, (ii) violates the Terms hereunder, (iii) could subject Alibaba.com or our affiliates to liability, (iv) infringes any Third Party Rights, (v) could harm the interests of our Members, third party or Alibaba.com or our affiliates, or (vi) is otherwise found inappropriate in Alibaba.com's sole discretion.

6.2 If any Member breaches any Terms, or if Alibaba.com has reasonable grounds to believe that a Member is in breach of any Terms, Alibaba.com shall have the right to take such disciplinary actions as it deems appropriate, including without limitation: (i) suspending or terminating the Member's account and any and all accounts determined to be related to such account by Alibaba.com in its sole discretion without liability for any losses or damages arising out of or in connection with such suspension or termination; (ii) restricting, downgrading, suspending or terminating the subscription of, access to, or current or future use of any Service; (iii) removing any product listings or other User Content that the Member has submitted, posted or displayed, or imposing restrictions on the number of product listings or User Content that the Member may post or display; (iv) imposing other restrictions on the Member's use of any features or functions of any Service as Alibaba.com may consider appropriate in its sole discretion; and (v) any other corrective actions, discipline or penalties as Alibaba.com may

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deem necessary or appropriate in its sole discretion.

6.3 Without limiting the generality of the provisions of the Terms, a Member would be considered as being in breach of the Terms in any of the following circumstances:

- a) upon complaint or claim from any third party, Alibaba.com has reasonable grounds to believe that such Member has willfully or materially failed to perform your contract with such third party including without limitation where a Member who supplies products or services using the Sites and Services has failed to deliver any items ordered by such third party after receipt of the purchase price, or where the items such Member has delivered materially fail to meet the terms and descriptions outlined in your contract with such third party,
- b) Alibaba.com has reasonable grounds to suspect that such Member has used a stolen credit card or other false or misleading information in any transaction with a counter party,
- c) Alibaba.com has reasonable grounds to suspect that any information provided by the Member is not current or complete or is untrue, inaccurate, or misleading, or
- d) Alibaba.com believes that the Member's actions may cause financial loss or legal liability to Alibaba.com or our affiliates or any other Users.

6.4 Alibaba.com reserves the right to cooperate fully with governmental or regulatory authorities, law enforcement bodies, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, to the extent permitted by applicable laws and policies, Alibaba.com may disclose the Member's identity, contact information and/or information regarding the Member's account(s), transactions or activities carried out on or via the Site, if requested by a government, regulatory or law enforcement body or an injured third party, or as a result of a subpoena or other legal action. Alibaba.com shall not be liable for damages or results arising from such disclosure, and Member agrees not to bring any action or claim against Alibaba.com for such disclosure.

6.5 Alibaba.com may, at any time and in our reasonable discretion, impose limitations on, suspend or terminate the Member's use of any Service or the Sites without being liable to the Member if Alibaba.com has received notice that the Member is in breach of any agreement or undertaking with any affiliate of Alibaba.com including without limitation Taobao, Alipay, China Yahoo! and such breach involves or is reasonably suspected to involve dishonest or fraudulent activities. Alibaba.com reserves the right to, but shall not be required to investigate such breach or request confirmation from the Member.

6.6 Each Member agrees to indemnify Alibaba.com, our affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from your submission, posting or display of any User Content, from your access to or use of the Sites or Services, or from your breach of the Terms or any Additional Agreements.

6.7 Each Member further agrees that Alibaba.com is not responsible, and shall have no liability to you or anyone else for any User Content or other material transmitted through the Sites or Services, including fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such User Content or other material rests entirely with the Member. Alibaba.com reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Member, in which event the Member shall cooperate with Alibaba.com in asserting any available defenses.

7. Transactions Between Buyers and Sellers

7.1 Through the Sites, Alibaba.com provides electronic web-based platforms for exchanging information between buyers and sellers of products and services. Alibaba.com additionally provides electronic web-based transaction platforms for Members to place, accept, conclude, manage and fulfill orders for the provision of products and services online within the Sites subject to the terms of the [Transaction Services Agreement](#). However, for any Services, Alibaba.com does not represent either the seller or the buyer in specific transactions. Alibaba.com does not control and is not liable or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the Sites, the ability of the sellers to complete a sale or the ability of buyers to complete a purchase.

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7.2 Users are hereby made aware that there may be risks of dealing with people acting under false pretences. Alibaba.com uses several techniques to verify the accuracy of certain information our paying Users provide us when they register for a paying membership service on the Sites. However, because user verification on the Internet is difficult, Alibaba.com cannot and does not confirm each User's purported identity (including, without limitation, paying Members). We encourage you to use various means, as well as common sense, to evaluate with whom you are dealing.

7.3 Buyers and sellers accessing or using the Sites or Services shall assume the risks of conducting any purchase and sale transactions in connection with or through the Sites or Services. Buyer and sellers accessing or using the Site or Services shall also fully assume all risks of liability or harm of any kind arising out of or in connection with any subsequent activity relating to the products or services that are the subject of the transactions on the Sites. Examples of such risks shall include, but are not limited to, mis-representation of products and services, fraudulent schemes, unsatisfactory product quality, failure to meet specifications, defective or dangerous products, unlawful products, delay or default in delivery or payment, cost mis-calculations, breach of warranty, breach of contract, transportation accidents, the risk that the manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Sites may violate or may be asserted to violate Third Party Rights, and the risk that Users may incur costs of defense or other costs in connection with third parties' assertion of Third Party Rights, or in connection with any claims by any party that they are entitled to defense or indemnification in relation to the assertion of rights, demands or claims by claimants of Third Party Rights. Examples of such risks also include the risk of claims from consumers, other purchasers, end-users of products or other third parties that they have suffered injuries or harm from their use of the products obtained through the Sites or Services. All of the foregoing risks are referred to as "Transaction Risks". Alibaba.com is not liable or responsible for any damages, claims, liabilities, costs, harm, inconveniences, business disruptions or expenditures of any kind that may arise a result of or in connection with any Transaction Risks.

7.4 Buyers and sellers on the Sites are solely responsible for setting out and performance of the terms and conditions of the transactions conducted on, through or as a result of use of the Sites or Services, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage, subject to any additional obligations imposed under the [Transaction Services Agreement](#) (and in particular, clause 3.2).

7.5 User agrees to provide all information and materials as may be reasonably required by Alibaba.com in connection with your transactions conducted on, through or as a result of use of the Sites or Services. Alibaba.com has the right to suspend or terminate any User's account if the User fails to provide the required information and materials without liability for any losses or damages arising out of or in connection with such suspension or termination.

7.6 In the event that any User has a dispute with any party to a transaction, such User agrees to release and indemnify Alibaba.com (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such dispute or the transaction.

8. Limitation of Liability

8.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES PROVIDED BY ALIBABA.COM ON OR THROUGH THE SITES ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND ALIBABA.COM HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, AND UNDERTAKINGS ARE HEREBY EXCLUDED.

8.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALIBABA.COM MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS OF ANY INFORMATION PROVIDED ON OR THROUGH THE SITES; ALIBABA.COM DOES NOT REPRESENT OR WARRANT THAT THE MANUFACTURE, IMPORTATION, EXPORT, DISTRIBUTION, OFFER, DISPLAY, PURCHASE, SALE AND/OR USE OF PRODUCTS OR SERVICES OFFERED OR DISPLAYED ON THE SITES DOES NOT VIOLATE ANY THIRD PARTY RIGHTS; AND ALIBABA.COM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING ANY PRODUCT OR SERVICE OFFERED OR DISPLAYED ON THE SITES.

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8.3 Any material downloaded or otherwise obtained through the Sites or Services is done at each User's sole discretion and risk and each User is solely responsible for any damage to its own or to Alibaba.com's computer system(s) or any loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by any User from Alibaba.com or through or from the Sites shall create any warranty not expressly stated herein.

8.4 The Sites may make available to User services or products provided by independent third parties. No warranty or representation is made with regard to such services or products. In no event shall Alibaba.com or our affiliates be held liable for any such services or products.

8.5 Each User hereby agrees to indemnify and hold Alibaba.com, our affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from such User's access to or use of the Sites or Services (including but not limited to the submission, posting or display of such User's information and User Content on the Sites, Alibaba Channels or Third Party Channels under Promotion Services) or from your breach of any of the representations, warranties hereunder and the terms and conditions of the Terms. Each User hereby further agrees to indemnify and hold Alibaba.com, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise from User's breach of any representations and warranties made by User to Alibaba.com, including but not limited to those set forth in clause 5 hereunder.

8.6 Each User hereby further agrees to indemnify and save Alibaba.com, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by Third Party Rights claimants or other third parties relating to the User Content, information and/or products offered or displayed on the Sites. Each User hereby further agrees that Alibaba.com is not responsible and shall have no liability to you, for any material posted by others, including defamatory, offensive or illicit material and that the risk of damages from such material rests entirely with each User. Alibaba.com reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Alibaba.com in asserting any available defenses.

8.7 Alibaba.com shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following:

- a) the use or the inability to use the Sites or Services;
- b) any defect in goods, samples, data, information or services purchased or obtained from a User or any other third party through the Sites or Services;
- c) violation of Third Party Rights or claims or demands that User's manufacture, importation, exportation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Sites or through the Services may violate or may be asserted to violate Third Party Rights; or claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants;
- d) unauthorized access by third parties to data or private information of any User;
- e) statements or conduct of any User of the Sites or Services; or;
- f) any matters relating to the Sites or Services, however arising, including negligence.

8.8 Notwithstanding any of the foregoing provisions, the aggregate liability of Alibaba.com, our employees, agents, affiliates, representatives or anyone acting on our behalf with respect to each User for all claims arising from the access to or use of the Sites or Services during any calendar year shall be limited to the greater of (a) the amount of fees the User has paid to Alibaba.com in exchange for the access to or use of the Site or Services during the calendar year and (b) the maximum amount permitted under the applicable law. The preceding sentence shall not preclude the requirement by the User to prove actual damages. All claims arising from the use of the Sites or Services must be filed within one (1) year from the date the cause of action arose or such longer period as prescribed under the applicable law governing the Terms.

8.9 The limitations and exclusions of liability to you under the Terms shall apply to the maximum extent permitted by law and shall apply whether or not Alibaba.com has been advised of or should have been aware of the possibility of any such losses arising.

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9. Force Majeure

9.1 Alibaba.com shall not be liable for or required to pay compensation of any nature whatsoever for any loss arising from the unavailability, inconvenience or failures of the services or systems due to the following reasons: (i) system shut-down for maintenance; (ii) inability to transmit data due to failures in communications terminals or telecommunications equipment; (iii) systems failure and inability to perform its functions) due to force majeure events including but not limited to typhoons, earthquakes, tsunamis, floods, power failure, fires, storms, war, political unrest, labour strikes, shortage of labor or materials, riots, insurrections, civil disturbances, terrorist attack, explosions, acts of God, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties; or (iv) suspension or delay of services or systems failure due to reasons beyond the reasonable control of Alibaba.com such as hacker or cyber attacks, technical adjustments or failure of the telecommunications department, website upgrades, third party problems or any suspension or disruption of transportation or business operation (including but not limited to delays or disruption of the resumption of work or operation ordered by any government agency) in the event of a national or regional spread of epidemic or pandemic.

10. Intellectual Property Rights

10.1 Alibaba.com is the sole owner or lawful licensee of all the rights and interests in the Sites and the Site Content. The Sites and Site Content embody trade secrets and other intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Sites and Site Content shall remain with Alibaba.com, our affiliates or licensors, as the case may be. All rights not otherwise claimed under the Terms or by Alibaba.com are hereby reserved.

10.2 "ALIBABA", "ALIBABA.COM", "ALIEXPRESS" and related icons and logos are registered trademarks or trademarks or service marks of Alibaba Group Holding Limited; in the Relevant Jurisdictions, "ALIEXPRESS" , "АЛИЭКСПРЕСС" and related icons and logos are registered trademarks or trademarks or service marks of AliExpress Russia Holding Private Limited, and the "TMALL" trademark is licensed to AliExpress Russia Holding Private Limited; and "GOLD SUPPLIER" , "TRUSTPASS" and related icons and logos are registered trademarks or trademarks or service marks of Alibaba.com Limited and its affiliates, in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

10.3 Alibaba.com may have independent third parties involved in the provision of the Sites or Services (e.g., the authentication and verification service providers). You may not use any trademark, service mark or logo of such independent third parties without prior written approval from such parties.

10.4 To the largest extent permissible under applicable law, all rights, title and interest to all derivative work created by Alibaba.com and/or its affiliates using User Content pursuant to the Terms shall belong to Alibaba.com, which may be freely assignable, licensable or grantable by Alibaba.com to any third party or its affiliates.

11. Notices

11.1 All legal notices or demands to or upon Alibaba.com (other than AliExpress Russia Holding Pte Ltd.) shall be made in writing and sent to Alibaba.com personally, by courier or certified mail to the following entity and address: Alibaba.com Hong Kong Limited/Alibaba.com Singapore E-Commerce Private Limited/Hangzhou Alibaba Advertising Co. Ltd (as the case maybe), 26/F Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong, Attn: Legal Department. All legal notices or demands to or upon AliExpress Russia Holding Private Limited (relating to AliExpress Sites) shall be made in writing and sent to Alibaba.com personally, by courier or certified mail to the following entity and address: AliExpress Russia Holding Private Limited, 8 Shenton Way, #45-01 AXA Tower, Singapore 068811, Attn: Legal Department. The notices shall be effective when they are received by Alibaba.com in any of the above-mentioned manner.

11.2 All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to Alibaba.com, or by posting such notice or demand on an area of the Sites that is publicly accessible without a charge. Notice to a User shall be deemed to be received by such User if and when:

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- a) Alibaba.com is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or
- b) immediately upon Alibaba.com posting such notice on an area of the Sites that is publicly accessible without charge.

11.3 You agree that all agreements, notices, demands, disclosures and other communications that Alibaba.com sends to you electronically will satisfy any legal requirement that such communication should be in writing.

12. General Provisions

12.1 Subject to any Additional Agreements, the Terms constitute the entire agreement between you and Alibaba.com with respect to and govern your use of the Sites and Services, superseding any prior written or oral agreements in relation to the same subject matter herein.

12.2 Alibaba.com and you are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

12.3 If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

12.4 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such clause.

12.5 Alibaba.com's failure to enforce any right or failure to act with respect to any breach by you under the Terms will not constitute a waiver of that right nor a waiver of Alibaba.com's right to act with respect to subsequent or similar breaches.

12.6 Alibaba.com shall have the right to assign the Terms (including all of our rights, titles, benefits, interests, and obligations and duties in the Terms to any person or entity (including any affiliates of Alibaba.com)). You may not assign, in whole or part, the Terms to any person or entity.

12.7 THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE PEOPLE'S REPUBLIC OF CHINA ("PRC") IF YOU CONTRACT WITH HANGZHOU ALIBABA ADVERTISING CO., LTD ACCORDING TO PARAGRAPH 2.1, AND THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE YUHANG BASIC PEOPLE'S COURT OF HANGZHOU, PRC. IF YOUR CONTRACT IS WITH ALIBABA.COM HONG KONG LIMITED OR ALIBABA.COM SINGAPORE E-COMMERCE PRIVATE LIMITED, THEN THIS AGREEMENT SHALL BE GOVERNED BY LAWS OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION ("HONG KONG") WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS; AND THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE HONG KONG COURTS, EXCEPT AS OTHERWISE STIPULATED UNDER APPLICABLE LAW. IF YOUR CONTRACT IS WITH ALIEXPRESS RUSSIA HOLDING PTE LTD., THIS AGREEMENT SHALL BE GOVERNED BY LAWS OF THE RUSSIAN FEDERATION ("RUSSIA") WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS; AND THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF RUSSIA, EXCEPT AS OTHERWISE STIPULATED UNDER APPLICABLE LAW.

12.8 If you have any comments on the Services we provide to you, you may contact our customer service support line (<https://helppage.aliexpress.com/buyercenter/selectTopic.htm> for AliExpress or https://service.alibaba.com/buyer?spm=a2700.8293689.0.0.643f65aasdVUJy&tracelog=footer_hp_buyer for Alibaba.com) with any such feedback or questions.

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Part B: Old version - effective as of May 6th, 2020

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY!

Welcome to www.alibaba.com and www.aliexpress.com! These Terms of Use describe the terms and conditions applicable to your access and use of the websites, mobile sites, mobile applications and other portals owned, operated, branded or made available by Alibaba.com (defined below) from time to time which relate to (a) the Alibaba e-commerce platform including but not limited to the web and mobile-optimized versions of the websites identified by the uniform resource locator "www.alibaba.com" and the mobile applications of the Alibaba.com e-commerce platform (the "Alibaba Sites"); and (b) the AliExpress e-commerce platform including but not limited to the web and mobile-optimized versions of the websites identified by the uniform resource locators "www.aliexpress.com", "www.aliexpress.ru" and "www.tmall.ru" ("AliExpress Sites"), and the mobile applications of the AliExpress e-commerce platforms, (with Alibaba.com Sites and AliExpress Sites collectively the "Sites"). This document is a legally binding agreement between you as the user(s) of the Sites (referred to as "you", "your" or "User" hereinafter) and the Alibaba.com contracting entity determined in accordance with clause 2.1 below (referred to as "we", "our" or "Alibaba.com" hereinafter).

1. Application and Acceptance of the Terms

1.1 Your access to and use of the Sites and Alibaba.com's services, software and products through the Sites, which shall include the platforms described in clause 7.1 of the Terms (such services, software and products collectively referred to as the "Services" hereinafter) is subject to the terms and conditions contained in this document as well as the Privacy Policy (defined in clause 3.3 below), the [Product Listing Policy](#) and any other rules and policies of the Sites that Alibaba.com may publish from time to time. The Promotion Services referred to in the [Free Membership Agreement](#) shall include Top Ranking and Sponsored Listing and any such other Services as may be announced by Alibaba.com from time to time. This document and such other rules and policies of the Sites are collectively referred to below as the "Terms". By accessing and use of the Sites and Services, you agree to accept and be bound by the Terms. Please do not access or use the Services or the Sites if you do not accept all of the Terms.

1.2 You may not access or use the Services or the Sites and may not accept the Terms if (a) you are not of legal age to form a binding contract with Alibaba.com, or (b) you are not permitted to receive any Services under the laws of Hong Kong or other countries / regions including the country / region in which you are resident or from which you access and use the Services and the Sites.

1.3 Alibaba.com may amend any Terms at any time by posting the relevant amended and restated Terms on the Sites. By continuing to access or use the Services or the Sites, you agree that the amended and restated Terms will apply to you.

1.4 If Alibaba.com has posted or provided a translation of the English language version of the Terms, you agree that the translation is provided for convenience only and that the English language version will govern your access to and use of the Services or the Sites.

1.5 You may be required to enter into separate agreement(s), whether online or offline, with Alibaba.com or our affiliate for any Service (or features within the Services) (each an "Additional Agreement"). If there is any conflict or inconsistency between the Terms and an Additional Agreement, the Additional Agreement shall take precedence over the Terms only in relation to that Service (or feature within the Service) concerned.

1.6 The Terms may not otherwise be modified except in writing by an authorized officer of Alibaba.com.

2. Provision of Services

2.1 If you are a registered member of any of the Sites, and you are from mainland China, you are contracting with Hangzhou Alibaba Advertising Co., Ltd.

If you are a registered member of any of the Sites, and you are from Hong Kong or Macau, the Alibaba.com contracting entity that you are contracting with is Alibaba.com Hong Kong Limited.

If you are a registered member of any of the Sites, and either (a) you are from a place outside mainland China, Hong Kong, Macau; or (b) you access and use the Alibaba Sites from any of the Relevant Jurisdictions, you are contracting with Alibaba.com Singapore E-Commerce Private Limited (incorporated in Singapore with Company Reg. No. 200720572D). As some or part of the Services may be supported and provided by affiliates of Alibaba.com, Alibaba.com may delegate some of the Services to its affiliates.

Notwithstanding anything to the contrary in the forgoing provisions in this clause 2.1, if you are a registered member of AliExpress, and you are resident in or access and use the AliExpress Sites from any of the Relevant Jurisdictions (the "AliExpress Relevant Jurisdiction User"), your contract is with AliExpress Russia Holding Private Limited (incorporated in Singapore with Company Reg. No. 201917627W). "Relevant Jurisdictions" shall mean the Russian Federation, Azerbaijan, Armenia, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Turkmenistan, Tajikistan and Uzbekistan.

2.2 You must register as a member on the Sites in order to access and use some Services. Further, Alibaba.com reserves the right, without prior notice, to restrict access to or use of certain Services (or any features within the Services) to paying Users, or subject to other conditions that Alibaba.com may impose in our discretion.

2.3 Services (or any features within the Services) may vary for different regions and countries. No warranty or representation is given that a particular Service or feature or function thereof or the same type and extent of the Service or features and functions thereof will be available for Users. Alibaba.com may in our sole discretion limit, deny or create different levels of access to and use of any Services (or any features within the Services) with respect to different Users.

2.4 Alibaba.com may launch, change, upgrade, impose conditions to, suspend, or stop any Services (or any features within the Services) without prior notice except that in case of a fee-based Service, such changes will not substantially adversely affect the ability of such paying Users to enjoy that Service, except in respect of any AliExpress Relevant Jurisdiction Users. In respect of any AliExpress Relevant Jurisdiction Users, AliExpress Russia Holding Private Limited may launch, change, upgrade, impose conditions to, suspend, or stop any Services (or any features within the Services) without prior notice except that in case of a fee-based Service, such changes will not substantially adversely affect the ability of such paying Users to

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enjoy that Service.

2.5 Some Services (or part thereof) may be provided by Alibaba.com's affiliates on behalf of Alibaba.com.

3. Users Generally

3.1 As a condition of your access to and use of the Sites or Services, you agree that you will comply with all applicable laws and regulations when accessing or using the Sites or Services.

3.2 You agree that (a) you will not copy, reproduce, download, re-publish, sell, distribute or resell any Services or any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc available on or through the Sites (the "Site Content"), and (b) you will not copy, reproduce, download, compile or otherwise use any Site Content for the purposes of operating a business that competes with Alibaba.com, or otherwise commercially exploiting the Site Content. Systematic retrieval of Site Content from the Sites to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from Alibaba.com is prohibited. Use of any content or materials on the Sites for any purpose not expressly permitted in the Terms is prohibited.

3.3 You must read the following documents which govern the protection and use of personal information about Users in the possession of Alibaba.com and our affiliates:

a) for Users who access or use Sites relating to the Alibaba e-commerce platform, the [Alibaba.com Privacy Policy](#), and b) for Users who access or use Sites relating to the AliExpress e-commerce platforms, the [AliExpress.com Privacy Policy](#), or the [Privacy Policy of "www.aliexpress.ru"](#) and ["www.tmall.ru"](#) (collectively, the "Privacy Policy").

3.4 Alibaba.com may allow Users to access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise), API or otherwise to such third parties' web sites. You are cautioned to read such web sites' terms and conditions and/or privacy policies before using the Sites. You acknowledge that Alibaba.com has no control over such third parties' web sites, does not monitor such web sites, and shall not be responsible or liable to anyone for such web sites, or any content, products or services made available on or through such web sites.

3.5 You agree not to undertake any action to undermine the integrity of the computer systems or networks of Alibaba.com and/or any other User nor to gain unauthorized access to such computer systems or networks.

3.6 You agree not to undertake any action which may undermine the integrity of Alibaba.com's feedback system, such as leaving positive feedback for yourself using secondary Member IDs or through third parties or by leaving unsubstantiated negative feedback for another User.

3.7 By posting or displaying any information, content or material ("User Content") on the Sites or providing any User Content to Alibaba.com or our representative(s), and to the extent permitted under applicable laws, you grant an irrevocable, perpetual, worldwide, royalty-free, and sub-licensable (through multiple tiers) license to Alibaba.com to display, transmit, distribute, reproduce, publish, duplicate, adapt, modify, translate, create derivative works, and otherwise use any or all of the User Content in any form, media, or technology now known or not currently known in any manner and for any purpose which may be beneficial to Alibaba.com, the operation of the Sites, the provision of any Services and/or the business of the User. You confirm and warrant to Alibaba.com that you have all the rights, power and authority necessary to grant the above license. Information that is protected under data protection laws will only be used and kept in compliance with those laws.

4. Member Accounts

4.1 User must be registered on the Sites to access or use some Services (a registered User is also referred to as a "Member" below). Except with Alibaba.com's approval, one User may only register one member account on the Sites. Alibaba.com may cancel or terminate a User's member account if Alibaba.com has reasons to suspect that the User has concurrently registered or is in control of two or more member accounts. Further, Alibaba.com may reject User's application for registration for any reason.

4.2 Upon registration on the Sites, Alibaba.com shall assign an account and issue a member ID and password (the latter shall be chosen by a registered User during registration) to each registered User. An account may have a web-based email account with limited storage space for the Member to send or receive emails.

4.3 A set of Member ID and password is unique to a single account. Each Member shall be solely responsible for maintaining the confidentiality and security of your Member ID and password and for all use of and activities that occur under your account (whether such use or activities are authorized or not). No Member may share, assign, or permit the use of your Member account, ID or password by another person, even to other individuals within the Member's own business entity (where applicable). Member agrees to notify Alibaba.com immediately if you become aware of any unauthorized use of your password or your account or any other breach of security of your account.

4.4 Member agrees that all use of the Sites and Services, and all activities that occur under your account (including without limitation, posting any company or product information, clicking to accept any Additional Agreements or rules, subscribing to or making any payment for any services, sending emails using the email account or sending SMS) will be deemed to have been authorized by the Member.

4.5 Member acknowledges that sharing of your account with other persons, or allowing multiple users outside of your business entity to use your account (collectively, "multiple use"), may cause irreparable harm to Alibaba.com or other Users of the Sites. Member shall indemnify Alibaba.com, our affiliates, directors, employees, agents and representatives against any loss or damages (including but not limited to loss of profits) suffered as a result of the multiple use of your account. Member also agrees that in case of the multiple use of your account or Member's failure to maintain the security of your account, Alibaba.com shall not be liable for any loss or damages arising from such a breach and shall have the right to suspend or terminate Member's account without liability to the Member.

5. Member's Responsibilities

5.1 Each Member represents, warrants and agrees that (a) you have full power and authority to accept the Terms, to grant the license and authorization and to perform the obligations hereunder; (b) your access and use the Sites and Services will be for business purposes only; and (c) for Members who are business entities, the address you provide when registering is the principal place of business of your business entity. For purposes of this provision, a branch or liaison office will not be considered a separate entity and your principal place of business will be deemed to be that of your head office.

5.2 Member will be required to provide information or material about your entity, business or products/services as part of the registration process on the Sites for your access to and use of any Service or the member account. Each Member represents, warrants and agrees that (a) such information and material whether submitted during the registration process or thereafter

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throughout the continuation of the use of the Sites or Service is true, accurate, current and complete, and (b) you will maintain and promptly amend all information and material to keep it true, accurate, current and complete.

5.3 Upon becoming a Member, you consent to the inclusion of the contact information about you in our database and authorize Alibaba.com and our affiliates to share the contact information with other Users or otherwise use your personal information in accordance with the Privacy Policy.

5.4 Each Member represents, warrants and agrees that (a) you shall be solely responsible for obtaining all necessary third party licenses and permissions regarding any User Content that you submit, post or display; (b) any User Content that you submit, post or display does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party ("**Third Party Rights**"); (c) you have the right and authority to sell, trade, distribute or export or offer to sell, trade, distribute or export the products or services described in the User Content and such sale, trade, distribution or export or offer does not violate any Third Party Rights and (d) you and your affiliates are not the subject of any trade restrictions, sanctions or other legal restrictions enacted by any country, international organization or jurisdiction.

5.5 Each Member further represents, warrants and agrees that the User Content that you submit, post or display shall:

- a) be true, accurate, complete and lawful;
- b) not be false, misleading or deceptive;
- c) not contain information that is defamatory, libelous, threatening or harassing, obscene, objectionable, offensive, sexually explicit or harmful to minors;
- d) not contain information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- e) not violate the [Product Listing Policy](#), other Terms or any applicable Additional Agreements
- f) not violate any applicable laws and regulations (including without limitation those governing export control, consumer protection, unfair competition, or false advertising) or promote any activities which may violate any applicable laws and regulations;
- g) not contain any link directly or indirectly to any other web Sites which includes any content that may violate the Terms.

5.6 Each Member further represents, warrants and agrees that you shall/are:

- a) carry on your activities on the Sites in compliance with any applicable laws and regulations;
- b) conduct your business transactions with other users of the Sites in good faith;
- c) carry on your activities in accordance with the Terms and any applicable Additional Agreements;
- d) not use the Services or Sites to defraud any person or entity (including without limitation sale of stolen items, use of stolen credit/debit cards);
- e) not impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;
- f) not engage in spamming or phishing;
- g) not engage in any other unlawful activities (including without limitation those which would constitute a criminal offence, give rise to civil liability, etc) or encourage or abet any unlawful activities;
- h) not involve attempts to copy, reproduce, exploit or expropriate Alibaba.com's various proprietary directories, databases and listings;
- i) not involve any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;
- j) not involve any scheme to undermine the integrity of the data, systems or networks used by Alibaba.com and/or any user of the Sites or gain unauthorized access to such data, systems or networks;
- k) not, and your director(s), officer(s), controlling party/ies, affiliates and legal jurisdiction in which any of the foregoing persons or entities is organized or has operations are not, persons or entities that are subject to any economic or fraud sanctions of any governmental, international or regulatory entities; and
- l) not engage in any activities that would otherwise create any liability for Alibaba.com or our affiliates.

5.7 Member may not use the Sites, Services or member account to engage in activities which are identical or similar to Alibaba.com's e-commerce marketplace business.

5.8 If Member provides a business referee, Member represents, warrants and agrees that you have obtained all necessary consents, approvals and waivers from such referee to (a) act as your business referee; (b) post and publish their contact details and information, reference letters and comments on their behalf; and (c) that third parties may contact such business referees to support claims or statements made about you. You further warrant and agree that all reference letters and comments are true and accurate and third parties may contact the business referees without the need to obtain your consent.

5.9 Member agrees to provide all necessary information, materials and approval, and render all reasonable assistance and cooperation necessary for Alibaba.com's provision of the Services, evaluating whether Member has breached the Terms and/or handling any complaint against the Member. If Member's failure to do so results in delay in, or suspension or termination of, the provision of any Service, Alibaba.com shall not be obliged to extend the relevant service period nor be liable for any loss or damages arising out of or in connection with such delay, suspension or termination.

5.10 Member acknowledges and agrees that Alibaba.com reserves the right to, but shall not be required to actively monitor or exercise any editorial control whatsoever over the content of any message or material or information (including User Content) created, obtained or accessible through the Services or Sites. Alibaba.com does not endorse, verify or otherwise certify the contents of any comments or other material or information (including User Content) created, submitted, posted, displayed or otherwise made by any Member. Each Member is solely responsible for the contents of their communications and may be held legally liable or accountable for the content of their comments or other material or information

5.11 Member acknowledges and agrees that the Sites and Services may only be used by businesses and their representatives for business use and not for individual consumers or for personal use.

5.12 Member acknowledges and agrees that each Member is solely responsible for observing applicable laws and regulations in its respective jurisdictions to ensure that all access and use of the Site and Services are in compliance with the same.

6. Breaches by Members

6.1 Alibaba.com reserves the right in our sole discretion to remove, modify or reject any User Content that you submit to, post or display on the Sites which we reasonably believe is unlawful, violates the Terms, could subject Alibaba.com or our affiliates to liability, or is otherwise found inappropriate in Alibaba.com's sole discretion.

6.2 If any Member breaches any Terms, or if Alibaba.com has reasonable grounds to believe that a Member is in breach of any Terms, Alibaba.com shall have the right to take such disciplinary actions as it deems appropriate, including without limitation:

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(i) suspending or terminating the Member's account and any and all accounts determined to be related to such account by Alibaba.com in its sole discretion without liability for any losses or damages arising out of or in connection with such suspension or termination; (ii) restricting, downgrading, suspending or terminating the subscription of, access to, or current or future use of any Service; (iii) removing any product listings or other User Content that the Member has submitted, posted or displayed, or imposing restrictions on the number of product listings or User Content that the Member may post or display; (iv) imposing other restrictions on the Member's use of any features or functions of any Service as Alibaba.com may consider appropriate in its sole discretion; and (v) any other corrective actions, discipline or penalties as Alibaba.com may deem necessary or appropriate in its sole discretion.

6.3 Without limiting the generality of the provisions of the Terms, a Member would be considered as being in breach of the Terms in any of the following circumstances:

- a) upon complaint or claim from any third party, Alibaba.com has reasonable grounds to believe that such Member has willfully or materially failed to perform your contract with such third party including without limitation where a Member who supplies products or services using the Sites and Services has failed to deliver any items ordered by such third party after receipt of the purchase price, or where the items such Member has delivered materially fail to meet the terms and descriptions outlined in your contract with such third party,
- b) Alibaba.com has reasonable grounds to suspect that such Member has used a stolen credit card or other false or misleading information in any transaction with a counter party,
- c) Alibaba.com has reasonable grounds to suspect that any information provided by the Member is not current or complete or is untrue, inaccurate, or misleading, or
- d) Alibaba.com believes that the Member's actions may cause financial loss or legal liability to Alibaba.com or our affiliates or any other Users.

6.4 Alibaba.com reserves the right to cooperate fully with governmental or regulatory authorities, law enforcement bodies, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, to the extent permitted by applicable laws and policies, Alibaba.com may disclose the Member's identity, contact information and/or information regarding the Member's account(s), transactions or activities carried out on or via the Site, if requested by a government, regulatory or law enforcement body or an injured third party, or as a result of a subpoena or other legal action. Alibaba.com shall not be liable for damages or results arising from such disclosure, and Member agrees not to bring any action or claim against Alibaba.com for such disclosure.

6.5 Alibaba.com may, at any time and in our reasonable discretion, impose limitations on, suspend or terminate the Member's use of any Service or the Sites without being liable to the Member if Alibaba.com has received notice that the Member is in breach of any agreement or undertaking with any affiliate of Alibaba.com including without limitation Taobao, Alipay, China Yahoo! and such breach involves or is reasonably suspected to involve dishonest or fraudulent activities. Alibaba.com reserves the right to, but shall not be required to investigate such breach or request confirmation from the Member.

6.6 Each Member agrees to indemnify Alibaba.com, our affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from your submission, posting or display of any User Content, from your access to or use of the Sites or Services, or from your breach of the Terms or any Additional Agreements.

6.7 Each Member further agrees that Alibaba.com is not responsible, and shall have no liability to you or anyone else for any User Content or other material transmitted through the Sites or Services, including fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such User Content or other material rests entirely with the Member. Alibaba.com reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Member, in which event the Member shall cooperate with Alibaba.com in asserting any available defenses.

7. Transactions Between Buyers and Sellers

7.1 Through the Sites, Alibaba.com provides electronic web-based platforms for exchanging information between buyers and sellers of products and services. Alibaba.com additionally provides electronic web-based transaction platforms for Members to place, accept, conclude, manage and fulfill orders for the provision of products and services online within the Sites subject to the terms of the [Transaction Services Agreement](#). However, for any Services, Alibaba.com does not represent either the seller or the buyer in specific transactions. Alibaba.com does not control and is not liable or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the Sites, the ability of the sellers to complete a sale or the ability of buyers to complete a purchase.

7.2 Users are hereby made aware that there may be risks of dealing with people acting under false pretences. Alibaba.com uses several techniques to verify the accuracy of certain information our paying Users provide us when they register for a paying membership service on the Sites. However, because user verification on the Internet is difficult, Alibaba.com cannot and does not confirm each User's purported identity (including, without limitation, paying Members). We encourage you to use various means, as well as common sense, to evaluate with whom you are dealing.

7.3 Buyers and sellers accessing or using the Sites or Services shall assume the risks of conducting any purchase and sale transactions in connection with or through the Sites or Services. Buyer and sellers accessing or using the Site or Services shall also fully assume all risks of liability or harm of any kind arising out of or in connection with any subsequent activity relating to the products or services that are the subject of the transactions on the Sites. Examples of such risks shall include, but are not limited to, misrepresentation of products and services, fraudulent schemes, unsatisfactory product quality, failure to meet specifications, defective or dangerous products, unlawful products, delay or default in delivery or payment, cost miscalculations, breach of warranty, breach of contract, transportation accidents, the risk that the manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Sites may violate or may be asserted to violate Third Party Rights, and the risk that Users may incur costs of defense or other costs in connection with third parties' assertion of Third Party Rights, or in connection with any claims by any party that they are entitled to defense or indemnification in relation to the assertion of rights, demands or claims by claimants of Third Party Rights. Examples of such risks also include the risk of claims from consumers, other purchasers, end-users of products or other third parties that they have suffered injuries or harm from their use of the products obtained through the Sites or Services. All of the foregoing risks are referred to as "Transaction Risks". Alibaba.com is not liable or responsible for any damages, claims, liabilities, costs, harm, inconveniences, business disruptions or expenditures of any kind that may arise a result of or in connection with any Transaction Risks.

7.4 Buyers and sellers on the Sites are solely responsible for setting out and performance of the terms and conditions of the transactions conducted on, through or as a result of use of the Sites or Services, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage, subject to any additional obligations imposed under the [Transaction Services Agreement](#) (and in particular, clause 3.2).

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7.5 User agrees to provide all information and materials as may be reasonably required by Alibaba.com in connection with your transactions conducted on, through or as a result of use of the Sites or Services. Alibaba.com has the right to suspend or terminate any User's account if the User fails to provide the required information and materials without liability for any losses or damages arising out of or in connection with such suspension or termination.

7.6 In the event that any User has a dispute with any party to a transaction, such User agrees to release and indemnify Alibaba.com (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such dispute or the transaction.

8. Limitation of Liability

8.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES PROVIDED BY ALIBABA.COM ON OR THROUGH THE SITES ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND ALIBABA.COM HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, AND UNDERTAKINGS ARE HEREBY EXCLUDED.

8.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALIBABA.COM MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS OF ANY INFORMATION PROVIDED ON OR THROUGH THE SITES; ALIBABA.COM DOES NOT REPRESENT OR WARRANT THAT THE MANUFACTURE, IMPORTATION, EXPORT, DISTRIBUTION, OFFER, DISPLAY, PURCHASE, SALE AND/OR USE OF PRODUCTS OR SERVICES OFFERED OR DISPLAYED ON THE SITES DOES NOT VIOLATE ANY THIRD PARTY RIGHTS; AND ALIBABA.COM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING ANY PRODUCT OR SERVICE OFFERED OR DISPLAYED ON THE SITES.

8.3 Any material downloaded or otherwise obtained through the Sites or Services is done at each User's sole discretion and risk and each User is solely responsible for any damage to its own or to Alibaba.com's computer system(s) or any loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by any User from Alibaba.com or through or from the Sites shall create any warranty not expressly stated herein.

8.4 The Sites may make available to User services or products provided by independent third parties. No warranty or representation is made with regard to such services or products. In no event shall Alibaba.com or our affiliates be held liable for any such services or products.

8.5 Each User hereby agrees to indemnify and save Alibaba.com, our affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from such User's access to or use of the Sites or Services (including but not limited to the display of such User's information on the Sites) or from your breach of any of the terms and conditions of the Terms. Each User hereby further agrees to indemnify and save Alibaba.com, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise from User's breach of any representations and warranties made by User to Alibaba.com, including but not limited to those set forth in clause 5 hereunder.

8.6 Each User hereby further agrees to indemnify and save Alibaba.com, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by Third Party Rights claimants or other third parties relating to products offered or displayed on the Sites. Each User hereby further agrees that Alibaba.com is not responsible and shall have no liability to you, for any material posted by others, including defamatory, offensive or illicit material and that the risk of damages from such material rests entirely with each User. Alibaba.com reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Alibaba.com in asserting any available defenses.

8.7 Alibaba.com shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following:

- a) the use or the inability to use the Sites or Services;
- b) any defect in goods, samples, data, information or services purchased or obtained from a User or any other third party through the Sites or Services;
- c) violation of Third Party Rights or claims or demands that User's manufacture, importation, exportation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Sites or through the Services may violate or may be asserted to violate Third Party Rights; or claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants;
- d) unauthorized access by third parties to data or private information of any User;
- e) statements or conduct of any User of the Sites or Services; or;
- f) any matters relating to the Sites or Services, however arising, including negligence.

8.8 Notwithstanding any of the foregoing provisions, the aggregate liability of Alibaba.com, our employees, agents, affiliates, representatives or anyone acting on our behalf with respect to each User for all claims arising from the access to or use of the Sites or Services during any calendar year shall be limited to the greater of (a) the amount of fees the User has paid to Alibaba.com in exchange for the access to or use of the Site or Services during the calendar year and (b) the maximum amount permitted under the applicable law. The preceding sentence shall not preclude the requirement by the User to prove actual damages. All claims arising from the use of the Sites or Services must be filed within one (1) year from the date the cause of action arose or such longer period as prescribed under the applicable law governing the Terms.

8.9 The limitations and exclusions of liability to you under the Terms shall apply to the maximum extent permitted by law and shall apply whether or not Alibaba.com has been advised of or should have been aware of the possibility of any such losses arising.

9. Force Majeure

9.1 Under no circumstances shall Alibaba.com be held liable for any delay or failure or disruption of the content or the Services accessed or delivered through the Sites or the creation or fulfilment of contracts resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties or any suspension or disruption of

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transportation or business operation (including but not limited to delays or disruption of the resumption of work or operation ordered by any government agency) in the event of a national or regional spread of epidemic or pandemic.

10. Intellectual Property Rights

10.1 Alibaba.com is the sole owner or lawful licensee of all the rights and interests in the Sites and the Site Content. The Sites and Site Content embody trade secrets and other intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Sites and Site Content shall remain with Alibaba.com, our affiliates or licensors, as the case may be. All rights not otherwise claimed under the Terms or by Alibaba.com are hereby reserved.

10.2 "ALIBABA", "ALIBABA.COM", "ALIEXPRESS" and related icons and logos are registered trademarks or trademarks or service marks of Alibaba Group Holding Limited; in the Relevant Jurisdictions, "ALIEXPRESS", "АЛИЭКСПРЕСС" and related icons and logos are registered trademarks or trademarks or service marks of AliExpress Russia Holding Private Limited, and the "TMALL" trademark is licensed to AliExpress Russia Holding Private Limited; and "GOLD SUPPLIER", "TRUSTPASS" and related icons and logos are registered trademarks or trademarks or service marks of Alibaba.com Limited and its affiliates, in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

10.3 Alibaba.com may have independent third parties involved in the provision of the Sites or Services (e.g., the authentication and verification service providers). You may not use any trademark, service mark or logo of such independent third parties without prior written approval from such parties.

11. Notices

11.1 All legal notices or demands to or upon Alibaba.com (other than AliExpress Russia Holding Pte Ltd.) shall be made in writing and sent to Alibaba.com personally, by courier or certified mail to the following entity and address: Alibaba.com Hong Kong Limited/Alibaba.com Singapore E-Commerce Private Limited/Hangzhou Alibaba Advertising Co. Ltd (as the case maybe), 26/F Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong, Attn: Legal Department. All legal notices or demands to or upon AliExpress Russia Holding Private Limited (relating to AliExpress Sites) shall be made in writing and sent to Alibaba.com personally, by courier or certified mail to the following entity and address: AliExpress Russia Holding Private Limited, 8 Shenton Way, #45-01 AXA Tower, Singapore 068811, Attn: Legal Department. The notices shall be effective when they are received by Alibaba.com in any of the above-mentioned manner.

11.2 All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to Alibaba.com, or by posting such notice or demand on an area of the Sites that is publicly accessible without a charge. Notice to a User shall be deemed to be received by such User if and when:

- a) Alibaba.com is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or
- b) immediately upon Alibaba.com posting such notice on an area of the Sites that is publicly accessible without charge.

11.3 You agree that all agreements, notices, demands, disclosures and other communications that Alibaba.com sends to you electronically will satisfy any legal requirement that such communication should be in writing.

12. General Provisions

12.1 Subject to any Additional Agreements, the Terms constitute the entire agreement between you and Alibaba.com with respect to and govern your use of the Sites and Services, superseding any prior written or oral agreements in relation to the same subject matter herein.

12.2 Alibaba.com and you are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

12.3 If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

12.4 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such clause.

12.5 Alibaba.com's failure to enforce any right or failure to act with respect to any breach by you under the Terms will not constitute a waiver of that right nor a waiver of Alibaba.com's right to act with respect to subsequent or similar breaches.

12.6 Alibaba.com shall have the right to assign the Terms (including all of our rights, titles, benefits, interests, and obligations and duties in the Terms to any person or entity (including any affiliates of Alibaba.com)). You may not assign, in whole or part, the Terms to any person or entity.

12.7 THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE PEOPLE'S REPUBLIC OF CHINA ("PRC") IF YOU CONTRACT WITH HANGZHOU ALIBABA ADVERTISING CO., LTD ACCORDING TO PARAGRAPH 2.1, AND THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE YUHANG BASIC PEOPLE'S COURT OF HANGZHOU, PRC. IF YOUR CONTRACT IS WITH ALIBABA.COM HONG KONG LIMITED OR ALIBABA.COM SINGAPORE E-COMMERCE PRIVATE LIMITED, THEN THIS AGREEMENT SHALL BE GOVERNED BY LAWS OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION ("HONG KONG") WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS; AND THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE HONG KONG COURTS, EXCEPT AS OTHERWISE STIPULATED UNDER APPLICABLE LAW. IF YOUR CONTRACT IS WITH ALIEXPRESS RUSSIA HOLDING PTE LTD., THIS AGREEMENT SHALL BE GOVERNED BY LAWS OF THE RUSSIAN FEDERATION ("RUSSIA") WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS; AND THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF RUSSIA, EXCEPT AS OTHERWISE STIPULATED UNDER APPLICABLE LAW.

12.8 If you have any comments on the Services we provide to you, you may contact our customer service support line (<https://helppage.aliexpress.com/buyercenter/selectTopic.htm> for AliExpress or [https://service.alibaba.com/buyer?](https://service.alibaba.com/buyer?spm=a2700.8293689.0.0.643f65aasdVUJy&tracelog=footer_hp_buyer)spm=a2700.8293689.0.0.643f65aasdVUJy&tracelog=footer_hp_buyer for Alibaba.com) with any such feedback or questions.

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Terms of Use

Part A: New version - effective as of May 6th, 2020

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY!

Welcome to [www.alibaba.com](#) and [www.aliexpress.com](#)! These Terms of Use describe the terms and conditions applicable to your access and use of the websites, mobile sites, mobile applications and other portals owned, operated, branded or made available by Alibaba.com (defined below) from time to time which relate to (a) the Alibaba e-commerce platform including but not limited to the web and mobile-optimized versions of the websites identified by the uniform resource locator "[www.alibaba.com](#)" and the mobile applications of the Alibaba.com e-commerce platform (the "Alibaba Sites"); and (b) the AliExpress e-commerce platform including but not limited to the web and mobile-optimized versions of the websites identified by the uniform resource locators "[www.aliexpress.com](#)", "[www.aliexpress.ru](#)" and "[www.tmall.ru](#)" ("AliExpress Sites"), and the mobile applications of the AliExpress e-commerce platforms,(with Alibaba.com Sites and AliExpress Sites collectively the "Sites"). This document is a legally binding agreement between you as the user(s) of the Sites (referred to as "you", "your" or "User" hereinafter) and the Alibaba.com contracting entity determined in accordance with clause 2.1 below (referred to as "we", "our" or "Alibaba.com" hereinafter).

1.Application and Acceptance of the Terms

1.1 Your access to and use of the Sites and Alibaba.com' s services, software and products through the Sites, which shall include the platforms described in clause 7.1 of the Terms (such services, software and products collectively referred to as the "Services" hereinafter) is subject to the terms and conditions contained in this document as well as the Privacy Policy (defined in clause 3.3 below), the [Product Listing Policy](#) and any other rules and policies of the Sites that Alibaba.com may publish from time to time. The Promotion Services referred to in the [Free Membership Agreement](#) shall include Top Ranking and Sponsored Listing and any such other Services as may be announced by Alibaba.com from time to time. This document and such other rules and policies of the Sites are collectively referred to below as the "Terms" . **By accessing and use of the Sites and Services, you agree to accept and be bound by the Terms.** Please do not access or use the Services or the Sites if you do not accept all of the Terms.

1.2 You may not access or use the Services or the Sites and may not accept the Terms if (a) you are not of legal age to form a binding contract with Alibaba.com, or (b) you are not permitted to receive any Services under the laws of Hong Kong or other countries / regions including the country / region in which you are resident or from which you access and use the Services and the Sites.

1.3 Alibaba.com may amend any Terms at any time by posting the relevant amended and restated Terms on the Sites. By continuing to access or use the Services or the Sites, you agree that the amended and restated Terms will apply to you.

1.4 If Alibaba.com has posted or provided a translation of the English language version of the Terms, you agree that the translation is provided for convenience only and that the English language version will govern your access to and use of the Services or the Sites.

1.5 You may be required to enter into separate agreement(s), whether online or offline, with Alibaba.com or our affiliate for any Service (or features within the Services) (each an "Additional Agreement"). If there is any conflict or inconsistency between the Terms and an Additional Agreement, the Additional Agreement shall take precedence over the Terms only in relation to that Service (or feature within the Service) concerned.

1.6 The Terms may not otherwise be modified except in writing by an authorized officer of Alibaba.com.

2. Provision of Services

2.1 If you are a registered member of any of the Sites, and you are from mainland China, you are contracting with Hangzhou Alibaba Advertising Co., Ltd.

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If you are a registered member of any of the Sites, and you are from Hong Kong or Macau, the Alibaba.com contracting entity that you are contracting with is Alibaba.com Hong Kong Limited.

If you are a registered member of any of the Sites, and either (a) you are from a place outside mainland China, Hong Kong, Macau; or (b) you access and use the Alibaba Sites from any of the Relevant Jurisdictions, you are contracting with Alibaba.com Singapore E-Commerce Private Limited (incorporated in Singapore with Company Reg. No. 200720572D). As some or part of the Services may be supported and provided by affiliates of Alibaba.com, Alibaba.com may delegate some of the Services to its affiliates.

Notwithstanding anything to the contrary in the forgoing provisions in this clause 2.1, if you are a registered member of AliExpress, and you are resident in or access and use the AliExpress Sites from any of the Relevant Jurisdictions (the **"AliExpress Relevant Jurisdiction User"**), your contract is with AliExpress Russia Holding Private Limited (incorporated in Singapore with Company Reg. No. 201917627W). **"Relevant Jurisdictions"** shall mean the Russian Federation, Azerbaijan, Armenia, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Turkmenistan, Tajikistan and Uzbekistan.

2.2 You must register as a member on the Sites in order to access and use some Services. Further, Alibaba.com reserves the right, without prior notice, to restrict access to or use of certain Services (or any features within the Services) to paying Users, or subject to other conditions that Alibaba.com may impose in our discretion.

2.3 Services (or any features within the Services) may vary for different regions and countries. No warranty or representation is given that a particular Service or feature or function thereof or the same type and extent of the Service or features and functions thereof will be available for Users. Alibaba.com may in our sole discretion limit, deny or create different levels of access to and use of any Services (or any features within the Services) with respect to different Users.

2.4 Alibaba.com may launch, change, upgrade, impose conditions to, suspend, or stop any Services (or any features within the Services) without prior notice except that in case of a fee-based Service, such changes will not substantially adversely affect the ability of such paying Users to enjoy that Service, except in respect of any AliExpress Relevant Jurisdiction Users. In respect of any AliExpress Relevant Jurisdiction Users, AliExpress Russia Holding Private Limited may launch, change, upgrade, impose conditions to, suspend, or stop any Services (or any features within the Services) without prior notice except that in case of a fee-based Service, such changes will not substantially adversely affect the ability of such paying Users to enjoy that Service.

2.5 Some Services (or part thereof) may be provided by Alibaba.com's affiliates on behalf of Alibaba.com.

3. Users Generally

3.1 As a condition of your access to and use of the Sites or Services, you agree that you will comply with all applicable laws and regulations when accessing or using the Sites or Services.

3.2 You agree that (a) you will not copy, reproduce, download, re-publish, sell, distribute or resell any Services or any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc available on or through the Sites (the **"Site Content"**), and (b) you will not copy, reproduce, download, compile or otherwise use any Site Content for the purposes of operating a business that competes with Alibaba.com, or otherwise commercially exploiting the Site Content. Systematic retrieval of Site Content from the Sites to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from Alibaba.com is prohibited. Use of any content or materials on the Sites for any purpose not expressly permitted in the Terms is prohibited.

3.3 You must read the following documents which govern the protection and use of personal information about Users in the possession of Alibaba.com and our affiliates:

a) for Users who access or use Sites relating to the Alibaba e-commerce platform, the [Alibaba.com Privacy Policy](#), and
b) for Users who access or use Sites relating to the AliExpress e-commerce platforms, the [Aliexpress.com Privacy Policy](#), or the [Privacy Policy of "www.aliexpress.ru"](#) and ["www.tmall.ru"](#) (collectively, the **"Privacy Policy"**).

3.4 Alibaba.com may allow Users to access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise), API or otherwise to such third parties' web sites. You are cautioned to read such web sites' terms and conditions and/or privacy policies before using the Sites. You acknowledge that Alibaba.com has no control over such third parties' web sites, does not monitor such web sites, and shall not be responsible or liable to anyone for such web sites, or any content, products or services made available on or through such web sites.

3.5 You agree not to undertake any action to undermine the integrity of the computer systems or networks of Alibaba.com and/or any other User nor to gain unauthorized access to such computer systems or networks.

3.6 You agree not to undertake any action which may undermine the integrity of Alibaba.com's feedback system, such as leaving positive feedback for yourself using secondary Member IDs or through third parties or by leaving unsubstantiated negative feedback for another User.

3.7 By posting or displaying any information, content or material (**"User Content"**) on the Sites or providing any User Content to Alibaba.com or our representative(s), and to the extent permitted under applicable laws, you grant an irrevocable, perpetual, worldwide, royalty-free, and sub-licensable (through multiple tiers) license to Alibaba.com to display, transmit, distribute, reproduce, publish, duplicate, adapt, modify, translate, create derivative works, and otherwise use any or all of the User Content in any form, media, or technology now known or not currently known in any manner and for any purpose which may be beneficial to Alibaba.com, the operation of the Sites, the provision of any Services and/or the business of the User. You confirm and warrant to Alibaba.com that you have all the rights, power and authority necessary to grant the above license. Information that is protected under data protection laws will only be used and kept in compliance with those laws.

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4. Member Accounts

4.1 User must be registered on the Sites to access or use some Services (a registered User is also referred to as a "Member" below). Except with Alibaba.com's approval, one User may only register one member account on the Sites. Alibaba.com may cancel or terminate a User's member account if Alibaba.com has reasons to suspect that the User has concurrently registered or is in control of two or more member accounts. Further, Alibaba.com may reject User's application for registration for any reason.

4.2 Upon registration on the Sites, Alibaba.com shall assign an account and issue a member ID and password (the latter shall be chosen by a registered User during registration) to each registered User. An account may have a web-based email account with limited storage space for the Member to send or receive emails.

4.3 A set of Member ID and password is unique to a single account. Each Member shall be solely responsible for maintaining the confidentiality and security of your Member ID and password and for all use of and activities that occur under your account (whether such use or activities are authorized or not). No Member may share, assign, or permit the use of your Member account, ID or password by another person, even to other individuals within the Member's own business entity (where applicable). Member agrees to notify Alibaba.com immediately if you become aware of any unauthorized use of your password or your account or any other breach of security of your account.

4.4 Member agrees that all use of the Sites and Services, and all activities that occur under your account (including without limitation, posting any company or product information, clicking to accept any Additional Agreements or rules, subscribing to or making any payment for any services, sending emails using the email account or sending SMS) will be deemed to have been authorized by the Member.

4.5 Member acknowledges that sharing of your account with other persons, or allowing multiple users outside of your business entity to use your account (collectively, "multiple use"), may cause irreparable harm to Alibaba.com or other Users of the Sites. Member shall indemnify Alibaba.com, our affiliates, directors, employees, agents and representatives against any loss or damages (including but not limited to loss of profits) suffered as a result of the multiple use of your account. Member also agrees that in case of the multiple use of your account or Member's failure to maintain the security of your account, Alibaba.com shall not be liable for any loss or damages arising from such a breach and shall have the right to suspend or terminate Member's account without liability to the Member.

5. Member's Responsibilities

5.1 Each Member represents, warrants and agrees that (a) you have full power and authority to accept the Terms, to grant the license and authorization and to perform the obligations hereunder; (b) your access and use the Sites and Services will be for business purposes only; and (c) for Members who are business entities, the address you provide when registering is the principal place of business of your business entity. For purposes of this provision, a branch or liaison office will not be considered a separate entity and your principal place of business will be deemed to be that of your head office.

5.2 Member will be required to provide information or material about your entity, business or products/services as part of the registration process on the Sites for your access to and use of any Service or the member account. Each Member represents, warrants and agrees that (a) such information and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Sites or Service is true, accurate, current and complete, and (b) you will maintain and promptly amend all information and material to keep it true, accurate, current and complete.

5.3 Upon becoming a Member, you consent to the inclusion of the contact information about you in our database and authorize Alibaba.com and our affiliates to share the contact information with other Users or otherwise use your personal information in accordance with the Privacy Policy.

5.4 Each Member represents, warrants and agrees that (a) you shall be solely responsible for obtaining all necessary third party licenses and permissions regarding any User Content that you submit, post or display; (b) any User Content that you submit, post or display does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party ("Third Party Rights"); (c) you have the right and authority to sell, trade, distribute or export or offer to sell, trade, distribute or export the products or services described in the User Content and such sale, trade, distribution or export or offer does not violate any Third Party Rights and (d) you and your affiliates are not the subject of any trade restrictions, sanctions or other legal restrictions enacted by any country, international organization or jurisdiction.

5.5 Each Member further represents, warrants and agrees that the User Content that you submit, post or display shall:

- a) be true, accurate, complete and lawful;
- b) not be false, misleading or deceptive;
- c) not contain information that is defamatory, libelous, threatening or harassing, obscene, objectionable, offensive, sexually explicit or harmful to minors;
- d) not contain information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- e) not violate the [Product Listing Policy](#), other Terms or any applicable Additional Agreements
- f) not violate any applicable laws and regulations (including without limitation those governing export control, consumer protection, unfair competition, or false advertising) or promote any activities which may violate any applicable laws and regulations;
- g) not contain any link directly or indirectly to any other web Sites which includes any content that may violate the Terms.

5.6 Each Member further represents, warrants and agrees that you shall/are:

- a) carry on your activities on the Sites in compliance with any applicable laws and regulations;
- b) conduct your business transactions with other users of the Sites in good faith;
- c) carry on your activities in accordance with the Terms and any applicable Additional Agreements;
- d) not use the Services or Sites to defraud any person or entity (including without limitation sale of stolen items, use of stolen credit/debit cards);
- e) not impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;

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- f) not engage in spamming or phishing;
- g) not engage in any other unlawful activities (including without limitation those which would constitute a criminal offence, give rise to civil liability, etc) or encourage or abet any unlawful activities;
- h) not involve attempts to copy, reproduce, exploit or expropriate Alibaba.com's various proprietary directories, databases and listings;
- i) not involve any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;
- j) not involve any scheme to undermine the integrity of the data, systems or networks used by Alibaba.com and/or any user of the Sites or gain unauthorized access to such data, systems or networks;
- k) not, and your director(s), officer(s), controlling party/ies, affiliates and legal jurisdiction in which any of the foregoing persons or entities is organized or has operations are not, persons or entities that are subject to any economic or fraud sanctions of any governmental, international or regulatory entities; and
- l) not engage in any activities that would otherwise create any liability for Alibaba.com or our affiliates.

5.7 Member may not use the Sites, Services or member account to engage in activities which are identical or similar to Alibaba.com's e-commerce marketplace business.

5.8 If Member provides a business referee, Member represents, warrants and agrees that you have obtained all necessary consents, approvals and waivers from such referee to (a) act as your business referee; (b) post and publish their contact details and information, reference letters and comments on their behalf; and (c) that third parties may contact such business referees to support claims or statements made about you. You further warrant and agree that all reference letters and comments are true and accurate and third parties may contact the business referees without the need to obtain your consent.

5.9 Member agrees to provide all necessary information, materials and approval, and render all reasonable assistance and cooperation necessary for Alibaba.com's provision of the Services, evaluating whether Member has breached the Terms and/or handling any complaint against the Member. If Member's failure to do so results in delay in, or suspension or termination of, the provision of any Service, Alibaba.com shall not be obliged to extend the relevant service period nor be liable for any loss or damages arising out of or in connection with such delay, suspension or termination.

5.10 Member acknowledges and agrees that Alibaba.com reserves the right to, but shall not be required to actively monitor or exercise any editorial control whatsoever over the content of any message or material or information (including User Content) created, obtained or accessible through the Services or Sites. Alibaba.com does not endorse, verify or otherwise certify the contents of any comments or other material or information (including User Content) created, submitted, posted, displayed or otherwise made by any Member. Each Member is solely responsible for the contents of their communications and may be held legally liable or accountable for the content of their comments or other material or information.

5.11 Member acknowledges and agrees that the Sites and Services may only be used by businesses and their representatives for business use and not for individual consumers or for personal use.

5.12 Member acknowledges and agrees that each Member is solely responsible for observing applicable laws and regulations in its respective jurisdictions to ensure that all access and use of the Site and Services are in compliance with the same.

6. Breaches by Members

6.1 Alibaba.com reserves the right in our sole discretion to remove, modify or reject any User Content that you submit to, post or display on the Sites which we reasonably believe is unlawful, violates the Terms, could subject Alibaba.com or our affiliates to liability, or is otherwise found inappropriate in Alibaba.com's sole discretion.

6.2 If any Member breaches any Terms, or if Alibaba.com has reasonable grounds to believe that a Member is in breach of any Terms, Alibaba.com shall have the right to take such disciplinary actions as it deems appropriate, including without limitation: (i) suspending or terminating the Member's account and any and all accounts determined to be related to such account by Alibaba.com in its sole discretion without liability for any losses or damages arising out of or in connection with such suspension or termination; (ii) restricting, downgrading, suspending or terminating the subscription of, access to, or current or future use of any Service; (iii) removing any product listings or other User Content that the Member has submitted, posted or displayed, or imposing restrictions on the number of product listings or User Content that the Member may post or display; (iv) imposing other restrictions on the Member's use of any features or functions of any Service as Alibaba.com may consider appropriate in its sole discretion; and (v) any other corrective actions, discipline or penalties as Alibaba.com may deem necessary or appropriate in its sole discretion.

6.3 Without limiting the generality of the provisions of the Terms, a Member would be considered as being in breach of the Terms in any of the following circumstances:

- a) upon complaint or claim from any third party, Alibaba.com has reasonable grounds to believe that such Member has willfully or materially failed to perform your contract with such third party including without limitation where a Member who supplies products or services using the Sites and Services has failed to deliver any items ordered by such third party after receipt of the purchase price, or where the items such Member has delivered materially fail to meet the terms and descriptions outlined in your contract with such third party,
- b) Alibaba.com has reasonable grounds to suspect that such Member has used a stolen credit card or other false or misleading information in any transaction with a counter party,
- c) Alibaba.com has reasonable grounds to suspect that any information provided by the Member is not current or complete or is untrue, inaccurate, or misleading, or
- d) Alibaba.com believes that the Member's actions may cause financial loss or legal liability to Alibaba.com or our affiliates or any other Users.

6.4 Alibaba.com reserves the right to cooperate fully with governmental or regulatory authorities, law enforcement bodies, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, to the extent permitted by applicable laws and policies, Alibaba.com may disclose the Member's identity, contact information and/or information regarding the Member's account(s), transactions or

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activities carried out on or via the Site, if requested by a government, regulatory or law enforcement body or an injured third party, or as a result of a subpoena or other legal action. Alibaba.com shall not be liable for damages or results arising from such disclosure, and Member agrees not to bring any action or claim against Alibaba.com for such disclosure.

6.5 Alibaba.com may, at any time and in our reasonable discretion, impose limitations on, suspend or terminate the Member's use of any Service or the Sites without being liable to the Member if Alibaba.com has received notice that the Member is in breach of any agreement or undertaking with any affiliate of Alibaba.com including without limitation Taobao, Alipay, China Yahoo! and such breach involves or is reasonably suspected to involve dishonest or fraudulent activities. Alibaba.com reserves the right to, but shall not be required to investigate such breach or request confirmation from the Member.

6.6 Each Member agrees to indemnify Alibaba.com, our affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from your submission, posting or display of any User Content, from your access to or use of the Sites or Services, or from your breach of the Terms or any Additional Agreements.

6.7 Each Member further agrees that Alibaba.com is not responsible, and shall have no liability to you or anyone else for any User Content or other material transmitted through the Sites or Services, including fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such User Content or other material rests entirely with the Member. Alibaba.com reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Member, in which event the Member shall cooperate with Alibaba.com in asserting any available defenses.

7. Transactions Between Buyers and Sellers

7.1 Through the Sites, Alibaba.com provides electronic web-based platforms for exchanging information between buyers and sellers of products and services. Alibaba.com additionally provides electronic web-based transaction platforms for Members to place, accept, conclude, manage and fulfill orders for the provision of products and services online within the Sites subject to the terms of the [Transaction Services Agreement](#). However, for any Services, Alibaba.com does not represent either the seller or the buyer in specific transactions. Alibaba.com does not control and is not liable or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the Sites, the ability of the sellers to complete a sale or the ability of buyers to complete a purchase.

7.2 Users are hereby made aware that there may be risks of dealing with people acting under false pretences. Alibaba.com uses several techniques to verify the accuracy of certain information our paying Users provide us when they register for a paying membership service on the Sites. However, because user verification on the Internet is difficult, Alibaba.com cannot and does not confirm each User's purported identity (including, without limitation, paying Members). We encourage you to use various means, as well as common sense, to evaluate with whom you are dealing.

7.3 Buyers and sellers accessing or using the Sites or Services shall assume the risks of conducting any purchase and sale transactions in connection with or through the Sites or Services. Buyer and sellers accessing or using the Site or Services shall also fully assume all risks of liability or harm of any kind arising out of or in connection with any subsequent activity relating to the products or services that are the subject of the transactions on the Sites. Examples of such risks shall include, but are not limited to, mis-representation of products and services, fraudulent schemes, unsatisfactory product quality, failure to meet specifications, defective or dangerous products, unlawful products, delay or default in delivery or payment, cost mis-calculations, breach of warranty, breach of contract, transportation accidents, the risk that the manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Sites may violate or may be asserted to violate Third Party Rights, and the risk that Users may incur costs of defense or other costs in connection with third parties' assertion of Third Party Rights, or in connection with any claims by any party that they are entitled to defense or indemnification in relation to the assertion of rights, demands or claims by claimants of Third Party Rights. Examples of such risks also include the risk of claims from consumers, other purchasers, end-users of products or other third parties that they have suffered injuries or harm from their use of the products obtained through the Sites or Services. All of the foregoing risks are referred to as "Transaction Risks". Alibaba.com is not liable or responsible for any damages, claims, liabilities, costs, harm, inconveniences, business disruptions or expenditures of any kind that may arise a result of or in connection with any Transaction Risks.

7.4 Buyers and sellers on the Sites are solely responsible for setting out and performance of the terms and conditions of the transactions conducted on, through or as a result of use of the Sites or Services, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage, subject to any additional obligations imposed under the [Transaction Services Agreement](#) (and in particular, clause 3.2).

7.5 User agrees to provide all information and materials as may be reasonably required by Alibaba.com in connection with your transactions conducted on, through or as a result of use of the Sites or Services. Alibaba.com has the right to suspend or terminate any User's account if the User fails to provide the required information and materials without liability for any losses or damages arising out of or in connection with such suspension or termination.

7.6 In the event that any User has a dispute with any party to a transaction, such User agrees to release and indemnify Alibaba.com (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such dispute or the transaction.

8. Limitation of Liability

8.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES PROVIDED BY ALIBABA.COM ON OR THROUGH THE SITES ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND ALIBABA.COM HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, AND UNDERTAKINGS ARE HEREBY EXCLUDED.

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8.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALIBABA.COM MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS OF ANY INFORMATION PROVIDED ON OR THROUGH THE SITES; ALIBABA.COM DOES NOT REPRESENT OR WARRANT THAT THE MANUFACTURE, IMPORTATION, EXPORT, DISTRIBUTION, OFFER, DISPLAY, PURCHASE, SALE AND/OR USE OF PRODUCTS OR SERVICES OFFERED OR DISPLAYED ON THE SITES DOES NOT VIOLATE ANY THIRD PARTY RIGHTS; AND ALIBABA.COM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING ANY PRODUCT OR SERVICE OFFERED OR DISPLAYED ON THE SITES.

8.3 Any material downloaded or otherwise obtained through the Sites or Services is done at each User's sole discretion and risk and each User is solely responsible for any damage to its own or to Alibaba.com's computer system(s) or any loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by any User from Alibaba.com or through or from the Sites shall create any warranty not expressly stated herein.

8.4 The Sites may make available to User services or products provided by independent third parties. No warranty or representation is made with regard to such services or products. In no event shall Alibaba.com or our affiliates be held liable for any such services or products.

8.5 Each User hereby agrees to indemnify and save Alibaba.com, our affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from such User's access to or use of the Sites or Services (including but not limited to the display of such User's information on the Sites) or from your breach of any of the terms and conditions of the Terms. Each User hereby further agrees to indemnify and save Alibaba.com, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise from User's breach of any representations and warranties made by User to Alibaba.com, including but not limited to those set forth in clause 5 hereunder.

8.6 Each User hereby further agrees to indemnify and save Alibaba.com, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by Third Party Rights claimants or other third parties relating to products offered or displayed on the Sites. Each User hereby further agrees that Alibaba.com is not responsible and shall have no liability to you, for any material posted by others, including defamatory, offensive or illicit material and that the risk of damages from such material rests entirely with each User. Alibaba.com reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Alibaba.com in asserting any available defenses.

8.7 Alibaba.com shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following:

- a) the use or the inability to use the Sites or Services;
- b) any defect in goods, samples, data, information or services purchased or obtained from a User or any other third party through the Sites or Services;
- c) violation of Third Party Rights or claims or demands that User's manufacture, importation, exportation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Sites or through the Services may violate or may be asserted to violate Third Party Rights; or claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants;
- d) unauthorized access by third parties to data or private information of any User;
- e) statements or conduct of any User of the Sites or Services; or;
- f) any matters relating to the Sites or Services, however arising, including negligence.

8.8 Notwithstanding any of the foregoing provisions, the aggregate liability of Alibaba.com, our employees, agents, affiliates, representatives or anyone acting on our behalf with respect to each User for all claims arising from the access to or use of the Sites or Services during any calendar year shall be limited to the greater of (a) the amount of fees the User has paid to Alibaba.com in exchange for the access to or use of the Site or Services during the calendar year and (b) the maximum amount permitted under the applicable law. The preceding sentence shall not preclude the requirement by the User to prove actual damages. All claims arising from the use of the Sites or Services must be filed within one (1) year from the date the cause of action arose or such longer period as prescribed under the applicable law governing the Terms.

8.9 The limitations and exclusions of liability to you under the Terms shall apply to the maximum extent permitted by law and shall apply whether or not Alibaba.com has been advised of or should have been aware of the possibility of any such losses arising.

9. Force Majeure

9.1 Under no circumstances shall Alibaba.com be held liable for any delay or failure or disruption of the content or the Services accessed or delivered through the Sites or the creation or fulfillment of contracts resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties or any suspension or disruption of transportation or business operation (including but not limited to delays or disruption of the resumption of work or operation ordered by any government agency) in the event of a national or regional spread of epidemic or pandemic.

10. Intellectual Property Rights

10.1 Alibaba.com is the sole owner or lawful licensee of all the rights and interests in the Sites and the Site Content. The Sites and Site Content embody trade secrets and other intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Sites and Site Content shall remain with Alibaba.com, our affiliates or licensors, as the case may be. All rights not otherwise claimed under the Terms or by Alibaba.com are hereby reserved.

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10.2 "ALIBABA", "ALIBABA.COM", "ALIEXPRESS" and related icons and logos are registered trademarks or trademarks or service marks of Alibaba Group Holding Limited; in the Relevant Jurisdictions, "ALIEXPRESS", "АЛИЭКСПРЕСС" and related icons and logos are registered trademarks or trademarks or service marks of AliExpress Russia Holding Private Limited, and the "TMALL" trademark is licensed to AliExpress Russia Holding Private Limited; and "GOLD SUPPLIER", "TRUSTPASS" and related icons and logos are registered trademarks or trademarks or service marks of Alibaba.com Limited and its affiliates, in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

10.3 Alibaba.com may have independent third parties involved in the provision of the Sites or Services (e.g., the authentication and verification service providers). You may not use any trademark, service mark or logo of such independent third parties without prior written approval from such parties.

11. Notices

11.1 All legal notices or demands to or upon Alibaba.com (other than AliExpress Russia Holding Pte Ltd.) shall be made in writing and sent to Alibaba.com personally, by courier or certified mail to the following entity and address: Alibaba.com Hong Kong Limited/Alibaba.com Singapore E-Commerce Private Limited/Hangzhou Alibaba Advertising Co. Ltd (as the case maybe), 26/F Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong, Attn: Legal Department. All legal notices or demands to or upon AliExpress Russia Holding Private Limited (relating to AliExpress Sites) shall be made in writing and sent to Alibaba.com personally, by courier or certified mail to the following entity and address: AliExpress Russia Holding Private Limited, 8 Shenton Way, #45-01 AXA Tower, Singapore 068811, Attn: Legal Department. The notices shall be effective when they are received by Alibaba.com in any of the above-mentioned manner.

11.2 All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to Alibaba.com, or by posting such notice or demand on an area of the Sites that is publicly accessible without a charge. Notice to a User shall be deemed to be received by such User if and when:

- a) Alibaba.com is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or
- b) immediately upon Alibaba.com posting such notice on an area of the Sites that is publicly accessible without charge.

11.3 You agree that all agreements, notices, demands, disclosures and other communications that Alibaba.com sends to you electronically will satisfy any legal requirement that such communication should be in writing.

12. General Provisions

12.1 Subject to any Additional Agreements, the Terms constitute the entire agreement between you and Alibaba.com with respect to and govern your use of the Sites and Services, superseding any prior written or oral agreements in relation to the same subject matter herein.

12.2 Alibaba.com and you are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

12.3 If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

12.4 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such clause.

12.5 Alibaba.com's failure to enforce any right or failure to act with respect to any breach by you under the Terms will not constitute a waiver of that right nor a waiver of Alibaba.com's right to act with respect to subsequent or similar breaches.

12.6 Alibaba.com shall have the right to assign the Terms (including all of our rights, titles, benefits, interests, and obligations and duties in the Terms to any person or entity (including any affiliates of Alibaba.com). You may not assign, in whole or part, the Terms to any person or entity.

12.7 THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE PEOPLE'S REPUBLIC OF CHINA ("PRC") IF YOU CONTRACT WITH HANGZHOU ALIBABA ADVERTISING CO., LTD ACCORDING TO PARAGRAPH 2.1, AND THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE YUHANG BASIC PEOPLE'S COURT OF HANGZHOU, PRC. IF YOUR CONTRACT IS WITH ALIBABA.COM HONG KONG LIMITED OR ALIBABA.COM SINGAPORE E-COMMERCE PRIVATE LIMITED, THEN THIS AGREEMENT SHALL BE GOVERNED BY LAWS OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION ("HONG KONG") WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS; AND THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE HONG KONG COURTS, EXCEPT AS OTHERWISE STIPULATED UNDER APPLICABLE LAW. IF YOUR CONTRACT IS WITH ALIEXPRESS RUSSIA HOLDING PTE LTD., THIS AGREEMENT SHALL BE GOVERNED BY LAWS OF THE RUSSIAN FEDERATION ("RUSSIA") WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS; AND THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF RUSSIA, EXCEPT AS OTHERWISE STIPULATED UNDER APPLICABLE LAW.

12.8 If you have any comments on the Services we provide to you, you may contact our customer service support line (<https://helppage.aliexpress.com/buyercenter/selectTopic.htm> for AliExpress or https://service.alibaba.com/buyer?spm=a2700.8293689.0.0.643f65aasdVUJy&tracelog=footer_hp_buyer for Alibaba.com) with any such feedback or questions.

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Part B: Old version - effective as of October 9, 2019

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY!

Welcome to www.alibaba.com and www.aliexpress.com! These Terms of Use describe the terms and conditions applicable to your access and use of the websites, mobile sites, mobile applications and other portals owned, operated, branded or made available by Alibaba.com (defined below) from time to time which relate to (a) the Alibaba e-commerce platform including but not limited to the web and mobile-optimized versions of the websites identified by the uniform resource locator "www.alibaba.com" and the mobile applications of the Alibaba.com e-commerce platform (the "Alibaba Sites"); and (b) the AliExpress e-commerce platform including but not limited to the web and mobile-optimized versions of the websites identified by the uniform resource locators "www.aliexpress.com", "www.aliexpress.ru" and "www.tmall.ru" ("AliExpress Sites"), and the mobile applications of the AliExpress e-commerce platforms, (with Alibaba.com Sites and AliExpress Sites collectively the "Sites"). This document is a legally binding agreement between you as the user(s) of the Sites (referred to as "you" , "your" or "User" hereinafter) and the Alibaba.com contracting entity determined in accordance with clause 2.1 below (referred to as "we" , "our" or "Alibaba.com" hereinafter).

1. Application and Acceptance of the Terms

1.1 Your access to and use of the Sites and Alibaba.com' s services, software and products through the Sites, which shall include the platforms described in clause 7.1 of the Terms (such services, software and products collectively referred to as the "Services" hereinafter) is subject to the terms and conditions contained in this document as well as the Privacy Policy (defined in clause 3.3 below), the [Product Listing Policy](#) and any other rules and policies of the Sites that Alibaba.com may publish from time to time. The Promotion Services referred to in the [Free Membership Agreement](#) shall include Top Ranking and Sponsored Listing and any such other Services as may be announced by Alibaba.com from time to time. This document and such other rules and policies of the Sites are collectively referred to below as the "Terms" . By accessing and use of the Sites and Services, you agree to accept and be bound by the Terms. Please do not access or use the Services or the Sites if you do not accept all of the Terms.

1.2 You may not access or use the Services or the Sites and may not accept the Terms if (a) you are not of legal age to form a binding contract with Alibaba.com, or (b) you are not permitted to receive any Services under the laws of Hong Kong or other countries / regions including the country / region in which you are resident or from which you access and use the Services and the Sites.

1.3 Alibaba.com may amend any Terms at any time by posting the relevant amended and restated Terms on the Sites. By continuing to access or use the Services or the Sites, you agree that the amended and restated Terms will apply to you.

1.4 If Alibaba.com has posted or provided a translation of the English language version of the Terms, you agree that the translation is provided for convenience only and that the English language version will govern your access to and use of the Services or the Sites.

1.5 You may be required to enter into separate agreement(s), whether online or offline, with Alibaba.com or our affiliate for any Service (or features within the Services) (each an "Additional Agreement"). If there is any conflict or inconsistency between the Terms and an Additional Agreement, the Additional Agreement shall take precedence over the Terms only in relation to that Service (or feature within the Service) concerned.

1.6 The Terms may not otherwise be modified except in writing by an authorized officer of Alibaba.com.

2. Provision of Services

2.1

If you are a registered member of any of the Sites, and you are from mainland China, you are contracting with Hangzhou Alibaba Advertising Co., Ltd.

If you are a registered member of any of the Sites, and you are from Hong Kong or Macau, the Alibaba.com contracting entity that you are contracting with is Alibaba.com Hong Kong Limited.

If you are a registered member of any of the Sites, and either (a) you are from a place outside mainland China, Hong Kong, Macau; or (b) you access and use the Alibaba Sites from any of the Relevant Jurisdictions, you are contracting with Alibaba.com Singapore E-Commerce Private Limited (incorporated in Singapore with Company Reg. No. 200720572D). As some or part of the Services may be supported and provided by affiliates of Alibaba.com, Alibaba.com may delegate some of the Services to its affiliates.

Notwithstanding anything to the contrary in the forgoing provisions in this clause 2.1, if you are a registered member of AliExpress, and you are resident in or access and use the AliExpress Sites from any of the Relevant Jurisdictions (the "AliExpress Relevant Jurisdiction User"), your contract is with AliExpress Russia Holding Private Limited (incorporated in Singapore with Company Reg. No. 201917627W). "Relevant Jurisdictions" shall mean the Russian Federation, Azerbaijan, Armenia, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Turkmenistan, Tajikistan and Uzbekistan.

2.2 You must register as a member on the Sites in order to access and use some Services. Further, Alibaba.com reserves the right, without prior notice, to restrict access to or use of certain Services (or any features within the Services) to paying Users, or subject to other conditions that Alibaba.com may impose in our discretion.

2.3 Services (or any features within the Services) may vary for different regions and countries. No warranty or representation is given that a particular Service or feature or function thereof or the same type and extent of the Service or features and functions thereof will be available for Users. Alibaba.com may in our sole discretion limit, deny or create different levels of access to and use of any Services (or any features within the Services) with respect to different Users.

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2.4 Alibaba.com may launch, change, upgrade, impose conditions to, suspend, or stop any Services (or any features within the Services) without prior notice except that in case of a fee-based Service, such changes will not substantially adversely affect the ability of such paying Users to enjoy that Service, except in respect of any AliExpress Relevant Jurisdiction Users. In respect of any AliExpress Relevant Jurisdiction Users, AliExpress Russia Holding Private Limited may launch, change, upgrade, impose conditions to, suspend, or stop any Services (or any features within the Services) without prior notice except that in case of a fee-based Service, such changes will not substantially adversely affect the ability of such paying Users to enjoy that Service.

2.5 Some Services (or part thereof) may be provided by Alibaba.com's affiliates on behalf of Alibaba.com.

3. Users Generally

3.1 As a condition of your access to and use of the Sites or Services, you agree that you will comply with all applicable laws and regulations when accessing or using the Sites or Services.

3.2 You agree that (a) you will not copy, reproduce, download, re-publish, sell, distribute or resell any Services or any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc available on or through the Sites (the "Site Content"), and (b) you will not copy, reproduce, download, compile or otherwise use any Site Content for the purposes of operating a business that competes with Alibaba.com, or otherwise commercially exploiting the Site Content. Systematic retrieval of Site Content from the Sites to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from Alibaba.com is prohibited. Use of any content or materials on the Sites for any purpose not expressly permitted in the Terms is prohibited.

3.3 You must read the following documents which govern the protection and use of personal information about Users in the possession of Alibaba.com and our affiliates:

a) for Users who access or use Sites relating to the Alibaba e-commerce platform, the [Alibaba.com Privacy Policy](#), and b) for Users who access or use Sites relating to the AliExpress e-commerce platforms, the [AliExpress.com Privacy Policy](#), or the [Privacy Policy of "www.aliexpress.ru" and "www.tmall.ru"](#) (collectively, the "Privacy Policy").

3.4 Alibaba.com may allow Users to access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise), API or otherwise to such third parties' web sites. You are cautioned to read such web sites' terms and conditions and/or privacy policies before using the Sites. You acknowledge that Alibaba.com has no control over such third parties' web sites, does not monitor such web sites, and shall not be responsible or liable to anyone for such web sites, or any content, products or services made available on or through such web sites.

3.5 You agree not to undertake any action to undermine the integrity of the computer systems or networks of Alibaba.com and/or any other User nor to gain unauthorized access to such computer systems or networks.

3.6 You agree not to undertake any action which may undermine the integrity of Alibaba.com's feedback system, such as leaving positive feedback for yourself using secondary Member IDs or through third parties or by leaving unsubstantiated negative feedback for another User.

3.7 By posting or displaying any information, content or material ("User Content") on the Sites or providing any User Content to Alibaba.com or our representative(s), and to the extent permitted under applicable laws, you grant an irrevocable, perpetual, worldwide, royalty-free, and sub-licensable (through multiple tiers) license to Alibaba.com to display, transmit, distribute, reproduce, publish, duplicate, adapt, modify, translate, create derivative works, and otherwise use any or all of the User Content in any form, media, or technology now known or not currently known in any manner and for any purpose which may be beneficial to Alibaba.com, the operation of the Sites, the provision of any Services and/or the business of the User. You confirm and warrant to Alibaba.com that you have all the rights, power and authority necessary to grant the above license. Information that is protected under data protection laws will only be used and kept in compliance with those laws.

4. Member Accounts

4.1 User must be registered on the Sites to access or use some Services (a registered User is also referred to as a "Member" below). Except with Alibaba.com's approval, one User may only register one member account on the Sites. Alibaba.com may cancel or terminate a User's member account if Alibaba.com has reasons to suspect that the User has concurrently registered or is in control of two or more member accounts. Further, Alibaba.com may reject User's application for registration for any reason.

4.2 Upon registration on the Sites, Alibaba.com shall assign an account and issue a member ID and password (the latter shall be chosen by a registered User during registration) to each registered User. An account may have a web-based email account with limited storage space for the Member to send or receive emails.

4.3 A set of Member ID and password is unique to a single account. Each Member shall be solely responsible for maintaining the confidentiality and security of your Member ID and password and for all use of and activities that occur under your account (whether such use or activities are authorized or not). No Member may share, assign, or permit the use of your Member account, ID or password by another person, even to other individuals within the Member's own business entity (where applicable). Member agrees to notify Alibaba.com immediately if you become aware of any unauthorized use of your password or your account or any other breach of security of your account.

4.4 Member agrees that all use of the Sites and Services, and all activities that occur under your account (including without limitation, posting any company or product information, clicking to accept any Additional Agreements or rules, subscribing to or making any payment for any services, sending emails using the email account or sending SMS) will be deemed to have been authorized by the Member.

4.5 Member acknowledges that sharing of your account with other persons, or allowing multiple users outside of your business entity to use your account (collectively, "multiple use"), may cause irreparable harm to Alibaba.com or other Users of the Sites. Member shall indemnify Alibaba.com, our affiliates, directors, employees, agents and representatives against any loss or damages (including but not limited to loss of profits) suffered as a result of the multiple use of your account. Member also agrees that in case of the multiple use of your account or Member's

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failure to maintain the security of your account, Alibaba.com shall not be liable for any loss or damages arising from such a breach and shall have the right to suspend or terminate Member's account without liability to the Member.

5. Member's Responsibilities

5.1 Each Member represents, warrants and agrees that (a) you have full power and authority to accept the Terms, to grant the license and authorization and to perform the obligations hereunder; (b) your access and use the Sites and Services will be for business purposes only; and (c) for Members who are business entities, the address you provide when registering is the principal place of business of your business entity. For purposes of this provision, a branch or liaison office will not be considered a separate entity and your principal place of business will be deemed to be that of your head office.

5.2 Member will be required to provide information or material about your entity, business or products/services as part of the registration process on the Sites for your access to and use of any Service or the member account. Each Member represents, warrants and agrees that (a) such information and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Sites or Service is true, accurate, current and complete, and (b) you will maintain and promptly amend all information and material to keep it true, accurate, current and complete.

5.3 Upon becoming a Member, you consent to the inclusion of the contact information about you in our database and authorize Alibaba.com and our affiliates to share the contact information with other Users or otherwise use your personal information in accordance with the Privacy Policy.

5.4 Each Member represents, warrants and agrees that (a) you shall be solely responsible for obtaining all necessary third party licenses and permissions regarding any User Content that you submit, post or display; (b) any User Content that you submit, post or display does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party ("Third Party Rights"); (c) you have the right and authority to sell, trade, distribute or export or offer to sell, trade, distribute or export the products or services described in the User Content and such sale, trade, distribution or export or offer does not violate any Third Party Rights and (d) you and your affiliates are not the subject of any trade restrictions, sanctions or other legal restrictions enacted by any country, international organization or jurisdiction.

5.5 Each Member further represents, warrants and agrees that the User Content that you submit, post or display shall:

- a) be true, accurate, complete and lawful;
- b) not be false, misleading or deceptive;
- c) not contain information that is defamatory, libelous, threatening or harassing, obscene, objectionable, offensive, sexually explicit or harmful to minors;
- d) not contain information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- e) not violate the [Product Listing Policy](#), other Terms or any applicable Additional Agreements
- f) not violate any applicable laws and regulations (including without limitation those governing export control, consumer protection, unfair competition, or false advertising) or promote any activities which may violate any applicable laws and regulations;
- g) not contain any link directly or indirectly to any other web Sites which includes any content that may violate the Terms.

5.6 Each Member further represents, warrants and agrees that you shall/are:

- a) carry on your activities on the Sites in compliance with any applicable laws and regulations;
- b) conduct your business transactions with other users of the Sites in good faith;
- c) carry on your activities in accordance with the Terms and any applicable Additional Agreements;
- d) not use the Services or Sites to defraud any person or entity (including without limitation sale of stolen items, use of stolen credit/debit cards);
- e) not impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;
- f) not engage in spamming or phishing;
- g) not engage in any other unlawful activities (including without limitation those which would constitute a criminal offence, give rise to civil liability, etc) or encourage or abet any unlawful activities;
- h) not involve attempts to copy, reproduce, exploit or expropriate Alibaba.com's various proprietary directories, databases and listings;
- i) not involve any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;
- j) not involve any scheme to undermine the integrity of the data, systems or networks used by Alibaba.com and/or any user of the Sites or gain unauthorized access to such data, systems or networks;
- k) not, and your director(s), officer(s), controlling party/ies, affiliates and legal jurisdiction in which any of the foregoing persons or entities is organized or has operations are not, persons or entities that are subject to any economic or fraud sanctions of any governmental, international or regulatory entities; and
- l) not engage in any activities that would otherwise create any liability for Alibaba.com or our affiliates.

5.7 Member may not use the Sites, Services or member account to engage in activities which are identical or similar to Alibaba.com's e-commerce marketplace business.

5.8 If Member provides a business referee, Member represents, warrants and agrees that you have obtained all necessary consents, approvals and waivers from such referee to (a) act as your business referee; (b) post and publish their contact details and information, reference letters and comments on their behalf; and (c) that third parties may contact such business referees to support claims or statements made about you. You further warrant and agree that all reference letters and comments are true and accurate and third parties may contact the business referees without the need to obtain your consent.

5.9 Member agrees to provide all necessary information, materials and approval, and render all reasonable assistance and cooperation necessary for Alibaba.com's provision of the Services, evaluating whether Member has breached the Terms and/or handling any complaint against the Member. If Member's failure to do so results in delay in, or suspension or termination of, the provision of any Service, Alibaba.com shall not be obliged to extend the relevant

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service period nor be liable for any loss or damages arising out of or in connection with such delay, suspension or termination.

5.10 Member acknowledges and agrees that Alibaba.com reserves the right to, but shall not be required to actively monitor or exercise any editorial control whatsoever over the content of any message or material or information (including User Content) created, obtained or accessible through the Services or Sites. Alibaba.com does not endorse, verify or otherwise certify the contents of any comments or other material or information (including User Content) created, submitted, posted, displayed or otherwise made by any Member. Each Member is solely responsible for the contents of their communications and may be held legally liable or accountable for the content of their comments or other material or information

5.11 Member acknowledges and agrees that the Sites and Services may only be used by businesses and their representatives for business use and not for individual consumers or for personal use.

5.12 Member acknowledges and agrees that each Member is solely responsible for observing applicable laws and regulations in its respective jurisdictions to ensure that all access and use of the Site and Services are in compliance with the same.

6. Breaches by Members

6.1 Alibaba.com reserves the right in our sole discretion to remove, modify or reject any User Content that you submit to, post or display on the Sites which we reasonably believe is unlawful, violates the Terms, could subject Alibaba.com or our affiliates to liability, or is otherwise found inappropriate in Alibaba.com's sole discretion.

6.2 If any Member breaches any Terms, or if Alibaba.com has reasonable grounds to believe that a Member is in breach of any Terms, Alibaba.com shall have the right to take such disciplinary actions as it deems appropriate, including without limitation: (i) suspending or terminating the Member's account and any and all accounts determined to be related to such account by Alibaba.com in its sole discretion without liability for any losses or damages arising out of or in connection with such suspension or termination; (ii) restricting, downgrading, suspending or terminating the subscription of, access to, or current or future use of any Service; (iii) removing any product listings or other User Content that the Member has submitted, posted or displayed, or imposing restrictions on the number of product listings or User Content that the Member may post or display; (iv) imposing other restrictions on the Member's use of any features or functions of any Service as Alibaba.com may consider appropriate in its sole discretion; and (v) any other corrective actions, discipline or penalties as Alibaba.com may deem necessary or appropriate in its sole discretion.

6.3 Without limiting the generality of the provisions of the Terms, a Member would be considered as being in breach of the Terms in any of the following circumstances:

- a) upon complaint or claim from any third party, Alibaba.com has reasonable grounds to believe that such Member has willfully or materially failed to perform your contract with such third party including without limitation where a Member who supplies products or services using the Sites and Services has failed to deliver any items ordered by such third party after receipt of the purchase price, or where the items such Member has delivered materially fail to meet the terms and descriptions outlined in your contract with such third party,
- b) Alibaba.com has reasonable grounds to suspect that such Member has used a stolen credit card or other false or misleading information in any transaction with a counter party,
- c) Alibaba.com has reasonable grounds to suspect that any information provided by the Member is not current or complete or is untrue, inaccurate, or misleading, or
- d) Alibaba.com believes that the Member's actions may cause financial loss or legal liability to Alibaba.com or our affiliates or any other Users.

6.4 Alibaba.com reserves the right to cooperate fully with governmental or regulatory authorities, law enforcement bodies, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, to the extent permitted by applicable laws and policies, Alibaba.com may disclose the Member's identity, contact information and/or information regarding the Member's account(s), transactions or activities carried out on or via the Site, if requested by a government, regulatory or law enforcement body or an injured third party, or as a result of a subpoena or other legal action. Alibaba.com shall not be liable for damages or results arising from such disclosure, and Member agrees not to bring any action or claim against Alibaba.com for such disclosure.

6.5 Alibaba.com may, at any time and in our reasonable discretion, impose limitations on, suspend or terminate the Member's use of any Service or the Sites without being liable to the Member if Alibaba.com has received notice that the Member is in breach of any agreement or undertaking with any affiliate of Alibaba.com including without limitation Taobao, Alipay, China Yahoo! and such breach involves or is reasonably suspected to involve dishonest or fraudulent activities. Alibaba.com reserves the right to, but shall not be required to investigate such breach or request confirmation from the Member.

6.6 Each Member agrees to indemnify Alibaba.com, our affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from your submission, posting or display of any User Content, from your access to or use of the Sites or Services, or from your breach of the Terms or any Additional Agreements.

6.7 Each Member further agrees that Alibaba.com is not responsible, and shall have no liability to you or anyone else for any User Content or other material transmitted through the Sites or Services, including fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such User Content or other material rests entirely with the Member. Alibaba.com reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Member, in which event the Member shall cooperate with Alibaba.com in asserting any available defenses.

7. Transactions Between Buyers and Sellers

7.1 Through the Sites, Alibaba.com provides electronic web-based platforms for exchanging information between buyers and sellers of products and services. Alibaba.com additionally provides electronic web-based transaction platforms for Members to place, accept, conclude, manage and fulfill orders for the provision of products and services

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online within the Sites subject to the terms of the [Transaction Services Agreement](#). However, for any Services, Alibaba.com does not represent either the seller or the buyer in specific transactions. Alibaba.com does not control and is not liable or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the Sites, the ability of the sellers to complete a sale or the ability of buyers to complete a purchase.

7.2 Users are hereby made aware that there may be risks of dealing with people acting under false pretences. Alibaba.com uses several techniques to verify the accuracy of certain information our paying Users provide us when they register for a paying membership service on the Sites. However, because user verification on the Internet is difficult, Alibaba.com cannot and does not confirm each User's purported identity (including, without limitation, paying Members). We encourage you to use various means, as well as common sense, to evaluate with whom you are dealing.

7.3 Buyers and sellers accessing or using the Sites or Services shall assume the risks of conducting any purchase and sale transactions in connection with or through the Sites or Services. Buyer and sellers accessing or using the Site or Services shall also fully assume all risks of liability or harm of any kind arising out of or in connection with any subsequent activity relating to the products or services that are the subject of the transactions on the Sites. Examples of such risks shall include, but are not limited to, mis-representation of products and services, fraudulent schemes, unsatisfactory product quality, failure to meet specifications, defective or dangerous products, unlawful products, delay or default in delivery or payment, cost mis-calculations, breach of warranty, breach of contract, transportation accidents, the risk that the manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Sites may violate or may be asserted to violate Third Party Rights, and the risk that Users may incur costs of defense or other costs in connection with third parties' assertion of Third Party Rights, or in connection with any claims by any party that they are entitled to defense or indemnification in relation to the assertion of rights, demands or claims by claimants of Third Party Rights. Examples of such risks also include the risk of claims from consumers, other purchasers, end-users of products or other third parties that they have suffered injuries or harm from their use of the products obtained through the Sites or Services. All of the foregoing risks are referred to as "Transaction Risks". Alibaba.com is not liable or responsible for any damages, claims, liabilities, costs, harm, inconveniences, business disruptions or expenditures of any kind that may arise a result of or in connection with any Transaction Risks.

7.4 Buyers and sellers on the Sites are solely responsible for setting out and performance of the terms and conditions of the transactions conducted on, through or as a result of use of the Sites or Services, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage, subject to any additional obligations imposed under the [Transaction Services Agreement](#) (and in particular, clause 3.2).

7.5 User agrees to provide all information and materials as may be reasonably required by Alibaba.com in connection with your transactions conducted on, through or as a result of use of the Sites or Services. Alibaba.com has the right to suspend or terminate any User's account if the User fails to provide the required information and materials without liability for any losses or damages arising out of or in connection with such suspension or termination.

7.6 In the event that any User has a dispute with any party to a transaction, such User agrees to release and indemnify Alibaba.com (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such dispute or the transaction.

8. Limitation of Liability

8.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES PROVIDED BY ALIBABA.COM ON OR THROUGH THE SITES ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND ALIBABA.COM HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, AND UNDERTAKINGS ARE HEREBY EXCLUDED.

8.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALIBABA.COM MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS OF ANY INFORMATION PROVIDED ON OR THROUGH THE SITES; ALIBABA.COM DOES NOT REPRESENT OR WARRANT THAT THE MANUFACTURE, IMPORTATION, EXPORT, DISTRIBUTION, OFFER, DISPLAY, PURCHASE, SALE AND/OR USE OF PRODUCTS OR SERVICES OFFERED OR DISPLAYED ON THE SITES DOES NOT VIOLATE ANY THIRD PARTY RIGHTS; AND ALIBABA.COM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING ANY PRODUCT OR SERVICE OFFERED OR DISPLAYED ON THE SITES.

8.3 Any material downloaded or otherwise obtained through the Sites or Services is done at each User's sole discretion and risk and each User is solely responsible for any damage to its own or to Alibaba.com's computer system(s) or any loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by any User from Alibaba.com or through or from the Sites shall create any warranty not expressly stated herein.

8.4 The Sites may make available to User services or products provided by independent third parties. No warranty or representation is made with regard to such services or products. In no event shall Alibaba.com or our affiliates be held liable for any such services or products.

8.5 Each User hereby agrees to indemnify and save Alibaba.com, our affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from such User's access to or use of the Sites or Services (including but not limited to the display of such User's information on the Sites) or from your breach of any of the terms and conditions of the Terms. Each User hereby further agrees to indemnify and save Alibaba.com, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise from User's breach of any representations and warranties made by User to Alibaba.com, including but not limited to those set forth in clause 5 hereunder.

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8.6 Each User hereby further agrees to indemnify and save Alibaba.com, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by Third Party Rights claimants or other third parties relating to products offered or displayed on the Sites. Each User hereby further agrees that Alibaba.com is not responsible and shall have no liability to you, for any material posted by others, including defamatory, offensive or illicit material and that the risk of damages from such material rests entirely with each User. Alibaba.com reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Alibaba.com in asserting any available defenses.

8.7 Alibaba.com shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following:

- a) the use or the inability to use the Sites or Services;
- b) any defect in goods, samples, data, information or services purchased or obtained from a User or any other third party through the Sites or Services;
- c) violation of Third Party Rights or claims or demands that User's manufacture, importation, exportation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Sites or through the Services may violate or may be asserted to violate Third Party Rights; or claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants;
- d) unauthorized access by third parties to data or private information of any User;
- e) statements or conduct of any User of the Sites or Services; or;
- f) any matters relating to the Sites or Services, however arising, including negligence.

8.8 Notwithstanding any of the foregoing provisions, the aggregate liability of Alibaba.com, our employees, agents, affiliates, representatives or anyone acting on our behalf with respect to each User for all claims arising from the access to or use of the Sites or Services during any calendar year shall be limited to the greater of (a) the amount of fees the User has paid to Alibaba.com in exchange for the access to or use of the Site or Services during the calendar year and (b) the maximum amount permitted under the applicable law. The preceding sentence shall not preclude the requirement by the User to prove actual damages. All claims arising from the use of the Sites or Services must be filed within one (1) year from the date the cause of action arose or such longer period as prescribed under the applicable law governing the Terms.

8.9 The limitations and exclusions of liability to you under the Terms shall apply to the maximum extent permitted by law and shall apply whether or not Alibaba.com has been advised of or should have been aware of the possibility of any such losses arising.

9. Force Majeure

9.1 Under no circumstances shall Alibaba.com be held liable for any delay or failure or disruption of the content or the Services accessed or delivered through the Sites resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties.

10. Intellectual Property Rights

10.1 Alibaba.com is the sole owner or lawful licensee of all the rights and interests in the Sites and the Site Content. The Sites and Site Content embody trade secrets and other intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Sites and Site Content shall remain with Alibaba.com, our affiliates or licensors, as the case may be. All rights not otherwise claimed under the Terms or by Alibaba.com are hereby reserved.

10.2 "ALIBABA", "ALIBABA.COM", "ALIEXPRESS" and related icons and logos are registered trademarks or trademarks or service marks of Alibaba Group Holding Limited; in the Relevant Jurisdictions, "ALIEXPRESS", "АЛИЭКСПРЕСС" and related icons and logos are registered trademarks or trademarks or service marks of AliExpress Russia Holding Private Limited, and the "TMALL" trademark is licensed to AliExpress Russia Holding Private Limited; and "GOLD SUPPLIER", "TRUSTPASS" and related icons and logos are registered trademarks or trademarks or service marks of Alibaba.com Limited and its affiliates, in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

10.3 Alibaba.com may have independent third parties involved in the provision of the Sites or Services (e.g., the authentication and verification service providers). You may not use any trademark, service mark or logo of such independent third parties without prior written approval from such parties.

11. Notices

11.1 All legal notices or demands to or upon Alibaba.com (other than AliExpress Russia Holding Pte Ltd.) shall be made in writing and sent to Alibaba.com personally, by courier or certified mail to the following entity and address: Alibaba.com Hong Kong Limited/Alibaba.com Singapore E-Commerce Private Limited/Hangzhou Alibaba Advertising Co. Ltd (as the case maybe), 26/F Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong, Attn: Legal Department. All legal notices or demands to or upon AliExpress Russia Holding Private Limited (relating to AliExpress Sites) shall be made in writing and sent to Alibaba.com personally, by courier or certified mail to the following entity and address: AliExpress Russia Holding Private Limited, 8 Shenton Way, #45-01 AXA Tower, Singapore 068811, Attn: Legal Department. The notices shall be effective when they are received by Alibaba.com in any of the above-mentioned manner.

11.2 All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to Alibaba.com, or by posting such notice or demand on an area of the Sites that is publicly accessible without a charge. Notice to a User shall be deemed to be received by such User if and when:

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a) Alibaba.com is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or
 b) immediately upon Alibaba.com posting such notice on an area of the Sites that is publicly accessible without charge.

11.3 You agree that all agreements, notices, demands, disclosures and other communications that Alibaba.com sends to you electronically will satisfy any legal requirement that such communication should be in writing.

12. General Provisions

12.1 Subject to any Additional Agreements, the Terms constitute the entire agreement between you and Alibaba.com with respect to and govern your use of the Sites and Services, superseding any prior written or oral agreements in relation to the same subject matter herein.

12.2 Alibaba.com and you are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

12.3 If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

12.4 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such clause.

12.5 Alibaba.com's failure to enforce any right or failure to act with respect to any breach by you under the Terms will not constitute a waiver of that right nor a waiver of Alibaba.com's right to act with respect to subsequent or similar breaches.

12.6 Alibaba.com shall have the right to assign the Terms (including all of our rights, titles, benefits, interests, and obligations and duties in the Terms to any person or entity (including any affiliates of Alibaba.com). You may not assign, in whole or part, the Terms to any person or entity.

12.7 THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE PEOPLE'S REPUBLIC OF CHINA ("PRC") IF YOU CONTRACT WITH HANGZHOU ALIBABA ADVERTISING CO., LTD ACCORDING TO PARAGRAPH 2.1, AND THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE YUHANG BASIC PEOPLE'S COURT OF HANGZHOU, PRC. IF YOUR CONTRACT IS WITH ALIBABA.COM HONG KONG LIMITED OR ALIBABA.COM SINGAPORE E-COMMERCE PRIVATE LIMITED, THEN THIS AGREEMENT SHALL BE GOVERNED BY LAWS OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION ("HONG KONG") WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS; AND THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE HONG KONG COURTS, EXCEPT AS OTHERWISE STIPULATED UNDER APPLICABLE LAW. IF YOUR CONTRACT IS WITH ALIEXPRESS RUSSIA HOLDING PTE LTD., THIS AGREEMENT SHALL BE GOVERNED BY LAWS OF THE RUSSIAN FEDERATION ("RUSSIA") WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS; AND THE PARTIES TO THIS AGREEMENT HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF RUSSIA, EXCEPT AS OTHERWISE STIPULATED UNDER APPLICABLE LAW.

12.8 If you have any comments on the Services we provide to you, you may contact our customer service support line (<https://helppage.aliexpress.com/buyercenter/selectTopic.htm> for AliExpress or https://service.alibaba.com/buyer?spm=a2700.8293689.0.0.643f65aasdVUjy&tracelog=footer_hp_buyer for Alibaba.com) with any such feedback or questions.

Part C: Old version - effective as of September 12, 2019 and valid until October 08, 2019

Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY!

Welcome to www.alibaba.com and www.aliexpress.com! These Terms of Use describe the terms and conditions applicable to your access and use of the websites, mobile sites, mobile applications and other portals owned, operated, branded or made available by Alibaba.com (defined below) from time to time which relate to the Alibaba e-commerce platform and the Aliexpress e-commerce platform, including but not limited to: (a) the web and mobile-optimized versions of the websites identified by the uniform resource locator "www.alibaba.com" and "www.aliexpress.com"; and (b) the mobile applications of the Alibaba e-commerce platform and the Aliexpress e-commerce platform (collectively, the "Sites"). This document is a legally binding agreement between you as the user(s) of the Sites (referred to as "you", "your" or "User" hereinafter) and the Alibaba.com entity determined in accordance with clause 2.1 below (referred to as "we", "our" or "Alibaba.com" hereinafter).

1. Application and Acceptance of the Terms

1.1 Your access to and use of the Sites and Alibaba.com's services, software and products through the Sites, which shall include the platforms described in clause 7.1 of the Terms (such services, software and products collectively referred to as the "Services" hereinafter) is subject to the terms and conditions contained in this document as well as the Privacy Policy (defined in clause 3.3 below), the Product Listing Policy and any other rules and policies of the Sites that Alibaba.com may publish from time to time. The Promotion Services referred to in the Alibaba.com Free Membership Agreement shall include Top Ranking and Sponsored Listing and any such other Services as may be announced by Alibaba.com from time to time. This document and such other rules and policies of the Sites are collectively referred to below as the "Terms" . By accessing and use of the Sites and Services, you agree to accept and be bound by the Terms. Please do not access or use the Services or the Sites if you do not accept all of the Terms.

1.2 You may not access or use the Services or the Sites and may not accept the Terms if (a) you are not of legal age to form a binding contract with Alibaba.com, or (b) you are not permitted to receive any Services under the laws of

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Hong Kong or other countries / regions including the country / region in which you are resident or from which you access and use the Services and the Sites.

1.3 Alibaba.com may amend any Terms at any time by posting the relevant amended and restated Terms on the Sites. By continuing to access or use the Services or the Sites, you agree that the amended and restated Terms will apply to you.

1.4 If Alibaba.com has posted or provided a translation of the English language version of the Terms, you agree that the translation is provided for convenience only and that the English language version will govern your access to and use of the Services or the Sites.

1.5 You may be required to enter into separate agreement(s), whether online or offline, with Alibaba.com or our affiliate for any Service (or features within the Services) (each an **"Additional Agreement"**). If there is any conflict or inconsistency between the Terms and an Additional Agreement, the Additional Agreement shall take precedence over the Terms only in relation to that Service (or feature within the Service) concerned.

1.6 The Terms may not otherwise be modified except in writing by an authorized officer of Alibaba.com.

2. Provision of Services

2.1 If you are a registered member of any of the Sites, and you are from Hong Kong or Macau, the Alibaba.com contracting entity that you are contracting with is Alibaba.com Hong Kong Limited. If you are a registered member of any of the Sites, and you are from mainland China, you are contracting with Hangzhou Alibaba Advertising Co., Ltd. If you are a registered member of any of the Sites, and you are from a jurisdiction outside Hong Kong, Macau and mainland China, you are contracting with Alibaba.com Singapore E-Commerce Private Limited (incorporated in Singapore with Company Reg. No. 200720572D). As some or part of the Services may be supported and provided by affiliates of Alibaba.com, Alibaba.com may delegate some of the Services to its affiliates.

2.2 You must register as a member on the Sites in order to access and use some Services. Further, Alibaba.com reserves the right, without prior notice, to restrict access to or use of certain Services (or any features within the Services) to paying Users, or subject to other conditions that Alibaba.com may impose in our discretion.

2.3 Services (or any features within the Services) may vary for different regions and countries. No warranty or representation is given that a particular Service or feature or function thereof or the same type and extent of the Service or features and functions thereof will be available for Users. Alibaba.com may in our sole discretion limit, deny or create different levels of access to and use of any Services (or any features within the Services) with respect to different Users.

2.4 Alibaba.com may launch, change, upgrade, impose conditions to, suspend, or stop any Services (or any features within the Services) without prior notice except that in case of a fee-based Service, such changes will not substantially adversely affect the ability of such paying Users to enjoy that Service.

2.5 Some Services (or part thereof) may be provided by Alibaba.com's affiliates on behalf of Alibaba.com.

3. Users Generally

3.1 As a condition of your access to and use of the Sites or Services, you agree that you will comply with all applicable laws and regulations when accessing or using the Sites or Services.

3.2 You agree that (a) you will not copy, reproduce, download, re-publish, sell, distribute or resell any Services or any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc available on or through the Sites (the "Site Content"), and (b) you will not copy, reproduce, download, compile or otherwise use any Site Content for the purposes of operating a business that competes with Alibaba.com, or otherwise commercially exploiting the Site Content. Systematic retrieval of Site Content from the Sites to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from Alibaba.com is prohibited. Use of any content or materials on the Sites for any purpose not expressly permitted in the Terms is prohibited.

3.3 You must read the following documents which govern the protection and use of personal information about Users in the possession of Alibaba.com and our affiliates:

a) for Users who access or use Sites relating to the Alibaba e-commerce platform, the [Alibaba.com Privacy Policy](#), and

b) for Users who access or use Sites relating to the Aliexpress e-commerce platform, the [Aliexpress.com Privacy Policy](#), (collectively, the "Privacy Policy").

3.4 Alibaba.com may allow Users to access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise), API or otherwise to such third parties' web sites. You are cautioned to read such web sites' terms and conditions and/or privacy policies before using the Sites. You acknowledge that Alibaba.com has no control over such third parties' web sites, does not monitor such web sites, and shall not be responsible or liable to anyone for such web sites, or any content, products or services made available on or through such web sites.

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3.5 You agree not to undertake any action to undermine the integrity of the computer systems or networks of Alibaba.com and/or any other User nor to gain unauthorized access to such computer systems or networks.

3.6 You agree not to undertake any action which may undermine the integrity of Alibaba.com's feedback system, such as leaving positive feedback for yourself using secondary Member IDs or through third parties or by leaving unsubstantiated negative feedback for another User.

3.7 By posting or displaying any information, content or material ("User Content") on the Sites or providing any User Content to Alibaba.com or our representative(s), and to the extent permitted under applicable laws, you grant an irrevocable, perpetual, worldwide, royalty-free, and sub-licensable (through multiple tiers) license to Alibaba.com to display, transmit, distribute, reproduce, publish, duplicate, adapt, modify, translate, create derivative works, and otherwise use any or all of the User Content in any form, media, or technology now known or not currently known in any manner and for any purpose which may be beneficial to Alibaba.com, the operation of the Sites, the provision of any Services and/or the business of the User. You confirm and warrant to Alibaba.com that you have all the rights, power and authority necessary to grant the above license. Information that is protected under data protection laws will only be used and kept in compliance with those laws.

4. Member Accounts

4.1 User must be registered on the Sites to access or use some Services (a registered User is also referred to as a "Member" below). Except with Alibaba.com's approval, one User may only register one member account on the Sites. Alibaba.com may cancel or terminate a User's member account if Alibaba.com has reasons to suspect that the User has concurrently registered or is in control of two or more member accounts. Further, Alibaba.com may reject User's application for registration for any reason.

4.2 Upon registration on the Sites, Alibaba.com shall assign an account and issue a member ID and password (the latter shall be chosen by a registered User during registration) to each registered User. An account may have a web-based email account with limited storage space for the Member to send or receive emails.

4.3 A set of Member ID and password is unique to a single account. Each Member shall be solely responsible for maintaining the confidentiality and security of your Member ID and password and for all use of and activities that occur under your account (whether such use or activities are authorized or not). No Member may share, assign, or permit the use of your Member account, ID or password by another person, even to other individuals within the Member's own business entity (where applicable). Member agrees to notify Alibaba.com immediately if you become aware of any unauthorized use of your password or your account or any other breach of security of your account.

4.4 Member agrees that all use of the Sites and Services, and all activities that occur under your account (including without limitation, posting any company or product information, clicking to accept any Additional Agreements or rules, subscribing to or making any payment for any services, sending emails using the email account or sending SMS) will be deemed to have been authorized by the Member.

4.5 Member acknowledges that sharing of your account with other persons, or allowing multiple users outside of your business entity to use your account (collectively, "multiple use"), may cause irreparable harm to Alibaba.com or other Users of the Sites. Member shall indemnify Alibaba.com, our affiliates, directors, employees, agents and representatives against any loss or damages (including but not limited to loss of profits) suffered as a result of the multiple use of your account. Member also agrees that in case of the multiple use of your account or Member's failure to maintain the security of your account, Alibaba.com shall not be liable for any loss or damages arising from such a breach and shall have the right to suspend or terminate Member's account without liability to the Member.

5. Member's Responsibilities

5.1 Each Member represents, warrants and agrees that (a) you have full power and authority to accept the Terms, to grant the license and authorization and to perform the obligations hereunder; (b) your access and use the Sites and Services will be for business purposes only; and (c) for Members who are business entities, the address you provide when registering is the principal place of business of your business entity. For purposes of this provision, a branch or liaison office will not be considered a separate entity and your principal place of business will be deemed to be that of your head office.

5.2 Member will be required to provide information or material about your entity, business or products/services as part of the registration process on the Sites for your access to and use of any Service or the member account. Each Member represents, warrants and agrees that (a) such information and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Sites or Service is true, accurate, current and complete, and (b) you will maintain and promptly amend all information and material to keep it true, accurate, current and complete.

5.3 Upon becoming a Member, you consent to the inclusion of the contact information about you in our database and authorize Alibaba.com and our affiliates to share the contact information with other Users or otherwise use your personal information in accordance with the Privacy Policy.

5.4 Each Member represents, warrants and agrees that (a) you shall be solely responsible for obtaining all necessary third party licenses and permissions regarding any User Content that you submit, post or display; (b) any User Content that you submit, post or display does not infringe or violate any of the copyright, patent, trademark, trade

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name, trade secrets or any other personal or proprietary rights of any third party (**"Third Party Rights"**); (c) you have the right and authority to sell, trade, distribute or export or offer to sell, trade, distribute or export the products or services described in the User Content and such sale, trade, distribution or export or offer does not violate any Third Party Rights and (d) you and your affiliates are not the subject of any trade restrictions, sanctions or other legal restrictions enacted by any country, international organization or jurisdiction.

5.5 Each Member further represents, warrants and agrees that the User Content that you submit, post or display shall:

- a) be true, accurate, complete and lawful;
- b) not be false, misleading or deceptive;
- c) not contain information that is defamatory, libelous, threatening or harassing, obscene, objectionable, offensive, sexually explicit or harmful to minors;
- d) not contain information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- e) not violate the Product Listing Policy, other Terms or any applicable Additional Agreements
- f) not violate any applicable laws and regulations (including without limitation those governing export control, consumer protection, unfair competition, or false advertising) or promote any activities which may violate any applicable laws and regulations;
- g) not contain any link directly or indirectly to any other web Sites which includes any content that may violate the Terms.

5.6 Each Member further represents, warrants and agrees that you shall/are:

- a) carry on your activities on the Sites in compliance with any applicable laws and regulations;
- b) conduct your business transactions with other users of the Sites in good faith;
- c) carry on your activities in accordance with the Terms and any applicable Additional Agreements;
- d) not use the Services or Sites to defraud any person or entity (including without limitation sale of stolen items, use of stolen credit/debit cards);
- e) not impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;
- f) not engage in spamming or phishing;
- g) not engage in any other unlawful activities (including without limitation those which would constitute a criminal offence, give rise to civil liability, etc) or encourage or abet any unlawful activities;
- h) not involve attempts to copy, reproduce, exploit or expropriate Alibaba.com' s various proprietary directories, databases and listings;
- i) not involve any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;
- j) not involve any scheme to undermine the integrity of the data, systems or networks used by Alibaba.com and/or any user of the Sites or gain unauthorized access to such data, systems or networks;
- k) not, and your director(s), officer(s), controlling party/ies, affiliates and legal jurisdiction in which any of the foregoing persons or entities is organized or has operations are not, persons or entities that are subject to any economic or fraud sanctions of any governmental, international or regulatory entities; and
- l) not engage in any activities that would otherwise create any liability for Alibaba.com or our affiliates.

5.7 Member may not use the Sites, Services or member account to engage in activities which are identical or similar to Alibaba.com' s e-commerce marketplace business.

5.8 If Member provides a business referee, Member represents, warrants and agrees that you have obtained all necessary consents, approvals and waivers from such referee to (a) act as your business referee; (b) post and publish their contact details and information, reference letters and comments on their behalf; and (c) that third parties may contact such business referees to support claims or statements made about you. You further warrant and agree that all reference letters and comments are true and accurate and third parties may contact the business referees without the need to obtain your consent.

5.9 Member agrees to provide all necessary information, materials and approval, and render all reasonable assistance and cooperation necessary for Alibaba.com' s provision of the Services, evaluating whether Member has breached the Terms and/or handling any complaint against the Member. If Member' s failure to do so results in delay in, or suspension or termination of, the provision of any Service, Alibaba.com shall not be obliged to extend the relevant service period nor be liable for any loss or damages arising out of or in connection with such delay, suspension or termination.

5.10 Member acknowledges and agrees that Alibaba.com reserves the right to, but shall not be required to actively monitor or exercise any editorial control whatsoever over the content of any message or material or information (including User Content) created, obtained or accessible through the Services or Sites. Alibaba.com does not endorse, verify or otherwise certify the contents of any comments or other material or information (including User Content) created, submitted, posted, displayed or otherwise made by any Member. Each Member is solely responsible for the contents of their communications and may be held legally liable or accountable for the content of their comments or other material or information

5.11 Member acknowledges and agrees that the Sites and Services may only be used by businesses and their representatives for business use and not for individual consumers or for personal use.

5.12 Member acknowledges and agrees that each Member is solely responsible for observing applicable laws and regulations in its respective jurisdictions to ensure that all access and use of the Site and Services are in compliance with the same.

6. Breaches by Members

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6.1 Alibaba.com reserves the right in our sole discretion to remove, modify or reject any User Content that you submit to, post or display on the Sites which we reasonably believe is unlawful, violates the Terms, could subject Alibaba.com or our affiliates to liability, or is otherwise found inappropriate in Alibaba.com's sole discretion.

6.2 If any Member breaches any Terms, or if Alibaba.com has reasonable grounds to believe that a Member is in breach of any Terms, Alibaba.com shall have the right to take such disciplinary actions as it deems appropriate, including without limitation: (i) suspending or terminating the Member's account and any and all accounts determined to be related to such account by Alibaba.com in its sole discretion without liability for any losses or damages arising out of or in connection with such suspension or termination; (ii) restricting, downgrading, suspending or terminating the subscription of, access to, or current or future use of any Service; (iii) removing any product listings or other User Content that the Member has submitted, posted or displayed, or imposing restrictions on the number of product listings or User Content that the Member may post or display; (iv) imposing other restrictions on the Member's use of any features or functions of any Service as Alibaba.com may consider appropriate in its sole discretion; and (v) any other corrective actions, discipline or penalties as Alibaba.com may deem necessary or appropriate in its sole discretion.

6.3 Without limiting the generality of the provisions of the Terms, a Member would be considered as being in breach of the Terms in any of the following circumstances:

- a) upon complaint or claim from any third party, Alibaba.com has reasonable grounds to believe that such Member has willfully or materially failed to perform your contract with such third party including without limitation where a Member who supplies products or services using the Sites and Services has failed to deliver any items ordered by such third party after receipt of the purchase price, or where the items such Member has delivered materially fail to meet the terms and descriptions outlined in your contract with such third party,
- b) Alibaba.com has reasonable grounds to suspect that such Member has used a stolen credit card or other false or misleading information in any transaction with a counter party,
- c) Alibaba.com has reasonable grounds to suspect that any information provided by the Member is not current or complete or is untrue, inaccurate, or misleading, or
- d) Alibaba.com believes that the Member's actions may cause financial loss or legal liability to Alibaba.com or our affiliates or any other Users.

6.4 Alibaba.com reserves the right to cooperate fully with governmental or regulatory authorities, law enforcement bodies, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, to the extent permitted by applicable laws and policies, Alibaba.com may disclose the Member's identity, contact information and/or information regarding the Member's account(s), transactions or activities carried out on or via the Site, if requested by a government, regulatory or law enforcement body or an injured third party, or as a result of a subpoena or other legal action. Alibaba.com shall not be liable for damages or results arising from such disclosure, and Member agrees not to bring any action or claim against Alibaba.com for such disclosure.

6.5 Alibaba.com may, at any time and in our reasonable discretion, impose limitations on, suspend or terminate the Member's use of any Service or the Sites without being liable to the Member if Alibaba.com has received notice that the Member is in breach of any agreement or undertaking with any affiliate of Alibaba.com including without limitation Taobao, Alipay, China Yahoo! and such breach involves or is reasonably suspected to involve dishonest or fraudulent activities. Alibaba.com reserves the right to, but shall not be required to investigate such breach or request confirmation from the Member.

6.6 Each Member agrees to indemnify Alibaba.com, our affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from your submission, posting or display of any User Content, from your access to or use of the Sites or Services, or from your breach of the Terms or any Additional Agreements.

6.7 Each Member further agrees that Alibaba.com is not responsible, and shall have no liability to you or anyone else for any User Content or other material transmitted through the Sites or Services, including fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such User Content or other material rests entirely with the Member. Alibaba.com reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Member, in which event the Member shall cooperate with Alibaba.com in asserting any available defenses.

7. Transactions Between Buyers and Sellers

7.1 Through the Sites, Alibaba.com provides electronic web-based platforms for exchanging information between buyers and sellers of products and services. Alibaba.com additionally provides electronic web-based transaction platforms for Members to place, accept, conclude, manage and fulfill orders for the provision of products and services online within the Sites subject to the terms of the [Transaction Services Agreement](#). However, for any Services, Alibaba.com does not represent either the seller or the buyer in specific transactions. Alibaba.com does not control and is not liable or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the Sites, the ability of the sellers to complete a sale or the ability of buyers to complete a purchase.

7.2 Users are hereby made aware that there may be risks of dealing with people acting under false pretences. Alibaba.com uses several techniques to verify the accuracy of certain information our paying Users provide us when they register for a paying membership service on the Sites. However, because user verification on the Internet is difficult, Alibaba.com cannot and does not confirm each User's purported identity (including, without limitation, paying Members). We encourage you to use various means, as well as common sense, to evaluate with whom you are dealing.

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7.3 Buyers and sellers accessing or using the Sites or Services shall assume the risks of conducting any purchase and sale transactions in connection with or through the Sites or Services. Buyer and sellers accessing or using the Site or Services shall also fully assume all risks of liability or harm of any kind arising out of or in connection with any subsequent activity relating to the products or services that are the subject of the transactions on the Sites. Examples of such risks shall include, but are not limited to, mis-representation of products and services, fraudulent schemes, unsatisfactory product quality, failure to meet specifications, defective or dangerous products, unlawful products, delay or default in delivery or payment, cost mis-calculations, breach of warranty, breach of contract, transportation accidents, the risk that the manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Sites may violate or may be asserted to violate Third Party Rights, and the risk that Users may incur costs of defense or other costs in connection with third parties' assertion of Third Party Rights, or in connection with any claims by any party that they are entitled to defense or indemnification in relation to the assertion of rights, demands or claims by claimants of Third Party Rights. Examples of such risks also include the risk of claims from consumers, other purchasers, end-users of products or other third parties that they have suffered injuries or harm from their use of the products obtained through the Sites or Services. All of the foregoing risks are referred to as "Transaction Risks". Alibaba.com is not liable or responsible for any damages, claims, liabilities, costs, harm, inconveniences, business disruptions or expenditures of any kind that may arise a result of or in connection with any Transaction Risks.

7.4 Buyers and sellers on the Sites are solely responsible for setting out and performance of the terms and conditions of the transactions conducted on, through or as a result of use of the Sites or Services, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage, subject to any additional obligations imposed under the [Transactional Services Agreement](#) (and in particular, clause 3.2).

7.5 User agrees to provide all information and materials as may be reasonably required by Alibaba.com in connection with your transactions conducted on, through or as a result of use of the Sites or Services. Alibaba.com has the right to suspend or terminate any User's account if the User fails to provide the required information and materials without liability for any losses or damages arising out of or in connection with such suspension or termination.

7.6 In the event that any User has a dispute with any party to a transaction, such User agrees to release and indemnify Alibaba.com (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such dispute or the transaction.

8. Limitation of Liability

8.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES PROVIDED BY ALIBABA.COM ON OR THROUGH THE SITES ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND ALIBABA.COM HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, AND UNDERTAKINGS ARE HEREBY EXCLUDED.

8.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALIBABA.COM MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS OF ANY INFORMATION PROVIDED ON OR THROUGH THE SITES; ALIBABA.COM DOES NOT REPRESENT OR WARRANT THAT THE MANUFACTURE, IMPORTATION, EXPORT, DISTRIBUTION, OFFER, DISPLAY, PURCHASE, SALE AND/OR USE OF PRODUCTS OR SERVICES OFFERED OR DISPLAYED ON THE SITES DOES NOT VIOLATE ANY THIRD PARTY RIGHTS; AND ALIBABA.COM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING ANY PRODUCT OR SERVICE OFFERED OR DISPLAYED ON THE SITES.

8.3 Any material downloaded or otherwise obtained through the Sites or Services is done at each User's sole discretion and risk and each User is solely responsible for any damage to its own or to Alibaba.com's computer system(s) or any loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by any User from Alibaba.com or through or from the Sites shall create any warranty not expressly stated herein.

8.4 The Sites may make available to User services or products provided by independent third parties. No warranty or representation is made with regard to such services or products. In no event shall Alibaba.com or our affiliates be held liable for any such services or products.

8.5 Each User hereby agrees to indemnify and save Alibaba.com, our affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from such User's access to or use of the Sites or Services (including but not limited to the display of such User's information on the Sites) or from your breach of any of the terms and conditions of the Terms. Each User hereby further agrees to indemnify and save Alibaba.com, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise from User's breach of any representations and warranties made by User to Alibaba.com, including but not limited to those set forth in clause 5 hereunder.

8.6 Each User hereby further agrees to indemnify and save Alibaba.com, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by Third Party Rights claimants or other third parties relating to products offered or displayed on the Sites. Each User hereby further agrees that Alibaba.com is not responsible and shall have no liability to you, for any material posted by others, including defamatory, offensive or illicit material and that the risk of damages from such material rests entirely with each User. Alibaba.com reserves

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the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Alibaba.com in asserting any available defenses.

8.7 Alibaba.com shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following:

- a) the use or the inability to use the Sites or Services;
- b) any defect in goods, samples, data, information or services purchased or obtained from a User or any other third party through the Sites or Services;
- c) violation of Third Party Rights or claims or demands that User's manufacture, importation, exportation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Sites or through the Services may violate or may be asserted to violate Third Party Rights; or claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants;
- d) unauthorized access by third parties to data or private information of any User;
- e) statements or conduct of any User of the Sites or Services; or;
- f) any matters relating to the Sites or Services, however arising, including negligence.

8.8 Notwithstanding any of the foregoing provisions, the aggregate liability of Alibaba.com, our employees, agents, affiliates, representatives or anyone acting on our behalf with respect to each User for all claims arising from the access to or use of the Sites or Services during any calendar year shall be limited to the greater of (a) the amount of fees the User has paid to Alibaba.com in exchange for the access to or use of the Site or Services during the calendar year and (b) the maximum amount permitted under the applicable law. The preceding sentence shall not preclude the requirement by the User to prove actual damages. All claims arising from the use of the Sites or Services must be filed within one (1) year from the date the cause of action arose or such longer period as prescribed under the applicable law governing the Terms.

8.9 The limitations and exclusions of liability to you under the Terms shall apply to the maximum extent permitted by law and shall apply whether or not Alibaba.com has been advised of or should have been aware of the possibility of any such losses arising.

9. Force Majeure

9.1 Under no circumstances shall Alibaba.com be held liable for any delay or failure or disruption of the content or the Services accessed or delivered through the Sites resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

10. Intellectual Property Rights

10.1 Alibaba.com is the sole owner or lawful licensee of all the rights and interests in the Sites and the Site Content. The Sites and Site Content embody trade secrets and other intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Sites and Site Content shall remain with Alibaba.com, our affiliates or licensors, as the case may be. All rights not otherwise claimed under the Terms or by Alibaba.com are hereby reserved.

10.2 "ALIBABA", "ALIBABA.COM", "ALIEXPRESS" and related icons and logos are registered trademarks or trademarks or service marks of Alibaba Group Holding Limited, and "GOLD SUPPLIER", "TRUSTPASS" and related icons and logos are registered trademarks or trademarks or service marks of Alibaba.com Limited, in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

10.3 Alibaba.com may have independent third parties involved in the provision of the Sites or Services (e.g., the authentication and verification service providers). You may not use any trademark, service mark or logo of such independent third parties without prior written approval from such parties.

11. Notices

11.1 All legal notices or demands to or upon Alibaba.com shall be made in writing and sent to Alibaba.com personally, by courier or certified mail to the following entity and address: Alibaba.com Hong Kong Limited/Alibaba.com Singapore E-Commerce Private Limited/Hangzhou Alibaba Advertising Co. Ltd (as the case maybe), 26/F Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong, Attn: Legal Department. The notices shall be effective when they are received by Alibaba.com in any of the above-mentioned manner.

11.2 All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to Alibaba.com, or by posting such notice or demand on an area of the Sites that is publicly accessible without a charge. Notice to a User shall be deemed to be received by such User if and when:

- a) Alibaba.com is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or
- b) immediately upon Alibaba.com posting such notice on an area of the Sites that is publicly accessible without charge.

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11.3 You agree that all agreements, notices, demands, disclosures and other communications that Alibaba.com sends to you electronically will satisfy any legal requirement that such communication should be in writing.

12. General Provisions

12.1 Subject to any Additional Agreements, the Terms constitute the entire agreement between you and Alibaba.com with respect to and govern your use of the Sites and Services, superseding any prior written or oral agreements in relation to the same subject matter herein.

12.2 Alibaba.com and you are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

12.3 If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

12.4 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such clause.

12.5 Alibaba.com's failure to enforce any right or failure to act with respect to any breach by you under the Terms will not constitute a waiver of that right nor a waiver of Alibaba.com's right to act with respect to subsequent or similar breaches.

12.6 Alibaba.com shall have the right to assign the Terms (including all of our rights, titles, benefits, interests, and obligations and duties in the Terms to any person or entity (including any affiliates of Alibaba.com)). You may not assign, in whole or part, the Terms to any person or entity.

12.7 If you are from outside of mainland China, the Terms shall be governed by the laws of Hong Kong without regard to its conflict of law provisions; and the parties to the Terms agree to submit to the exclusive jurisdiction of the courts of Hong Kong, except as otherwise stipulated under applicable law. If you are from mainland China, the Terms shall be governed by the laws of People's Republic of China without regard to its conflict of law provisions; and the parties to the Terms agree to submit to the exclusive jurisdiction of the Yuhang basic people's court in Hangzhou, People's Republic of China.

12.8 If you have any comments on the Services we provide to you, you may contact our customer service support line (<https://helppage.aliexpress.com/buyercenter/selectTopic.htm> for AliExpress or https://service.alibaba.com/buyer?spm=a2700.8293689.0.0.643f65aasdVUJy&tracelog=footer_hp_buyer for Alibaba.com) with any such feedback or questions.

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EXHIBIT B-01

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Privacy Policy

New Version (Effective as of September 14,2020)

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Note: this Alibaba.com Privacy Policy applies to the collection, use and disclosure of information in connection with the products and services offered by Alibaba.com. Please refer to [AliExpress.com Privacy Policy](#) for the privacy policy that governs the collection, use and disclosure of information in connection with the products and services offered by AliExpress.com.

We at Alibaba.com ("we", "us") recognize the importance of privacy and confidentiality of personal information.

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Alibaba.com Rules Center

Alibaba.com (the "**Platform**") is a B2B platform which connects and facilitates sales and purchases of products and/or services between suppliers (or "**Sellers**") and buyers (or "**Buyers**"). The Platform is for business to business transactions and therefore is only made available for use by businesses and not for individual or personal use.

This Privacy Policy sets out the ways in which Alibaba.com collect, use and disclose information in connection with its operation of the Platform including personal information about Platform visitors and representatives and employees of Buyers and Sellers ("**you**"). This Privacy Policy also applies to use of our Platform via a mobile device, either through mobile applications or mobile-optimized websites. For details of the personal information that we collect when you use or interact with other Alibaba services, please refer to the applicable Privacy Policy to those services.

If you have any questions or concerns about the use of your personal information, then please contact us using the contact details provided at section **J "HOW TO CONTACT US"** the bottom of this Privacy Policy. All capitalized terms not defined in this document shall have the meanings ascribed to them in the Terms of Use for the Platform, which can be found [here](#).

A. COLLECTION OF INFORMATION

The personal information that we may collect about you broadly falls into the following categories:

Information you provide to us

If you are a representative or employee of any Buyer or Seller or a sole trader Buyer or Seller:

- you will be asked to provide certain contact information that is necessary for the registering for a Platform account on behalf of a Buyer or Seller, including name, address, phone number, email address, job title and department;
- you will be asked to provide certain identity information, tax registration and/or related information about your business, such as your company name, business type and industry, corporate registration details and information about your business license;
- if you are a Seller we will also ask you to provide details about the goods and products that you intend to sell via the Platform and details about your sales/transactions on Alibaba.com;
- if you are a Buyer we will also ask you to provide details or preferences about the goods and products that you may be interested in buying via the Platform and any details or preferences relevant to your purchases;
- if you are successfully certified by Alibaba.com as a blogger or an influencer, in addition to the information mentioned above, we may also collect your live stream videos, your social media account names and profile photos, and posts or comments made by other users of the Platform;
- in connection with the facilitation of transactions, purchases and payments over the Platform, you will be asked to provide certain payment information. This might include bank account numbers, billing and delivery information, credit/debit card numbers, expiration dates and security code and tracking information from cheques or money orders to facilitate the sale and purchase as well as the settlement of purchase price of the products or services transacted on or procured through the Platform;
- we will process any information provided to us in connection with disputes or to support complaints in connection with the Platform or goods and/or services purchased via the Platform. Please note, Buyers and/or Sellers may submit complaints regarding the products and services on the Platform and/or disputes between the Buyers and Sellers to the Platform and under such circumstances, we will process data provided to us by Buyers and/or Sellers that is relevant to the disputes or complaints submitted. This may include health data of end-users (which may include minors as

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applicable) of products purchased on the Platform to the extent relevant to the disputes or complaints that are being reviewed by the Platform and to the extent that the individual(s) has provided their explicit consent to their data being shared with us for the purposes of handling the complaints and/or settling the disputes.

- Information you submit to the Platform for publication may be made publicly available on the Platform and therefore accessible by any internet user. You should exercise caution when deciding what information you submit to us for publication.

Information that we collect automatically

- If you contact us (such as via our customer services department chat service, telephone or email), we may record a copy of your correspondence and may ask for additional information to verify your identity.
- We will collect contact details and other information of users from publicly available sources for the purposes of verifying the users and performing due diligence on the users.
- We will collect details of user activities, transactions and interactions on the Platform including information relating to the types and specifications of the products and services purchased, pricing and delivery information, dispute and complaint records, communications between users and any information disclosed in any discussion forum.
- From time to time, we may also collect information about the existing and prospective users, during or in connection with trade shows, industry events and/or other functions. Including representative contact names, addresses, phone numbers, fax numbers and email addresses.
- If you visit our Platform, we will automatically collect certain information from your device. In some countries, including countries in the European Economic Area, this information may be considered as personal information under applicable data protection laws. Specifically this information may include IP addresses, device type, unique device identification numbers, browser type, broad geographic location (e.g. country or city-level location), browsing patterns and details of how you have interacted with our Platform and the goods and services available on it. In addition, we gather statistical information about the Platform and visitors to the Platform including, browser software, operating system, software and hardware attributes, pages viewed, number of sessions and unique visitors. Collecting this information enables us to better understand the visitors who come to our Platform, where they come from, and what content is of interest to them. We use this information for our internal analytics purposes and to improve the quality and relevance of our Platform. Some of this information may be collected using cookies and similar tracking technology, as explained further under the section [E "COOKIES"](#) below.

Information that we receive from third parties

- We may receive personal information about you from social media platforms if you choose to register for a Platform account via a social media account. Exactly what information we receive will depend on your privacy settings with the applicable platform, but it would typically include basic public profile information such as:
 - o Your user name or nickname
 - o Your profile picture
 - o Country
 - o Company name
 - o Contact details

We may receive personal information about you from third parties that are engaged by us to assist with providing verification services, and conducting suitable money laundering and KYC (know-your-customer) checks on users, and to improve our marketing efforts. This may include your name, email address, company details and contact information for company representatives.

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- If you choose to participate in reviewing or rating products and/or services on Alibaba.com, we may receive personal information about you from third parties that work with us to conduct reviews into our services and/or rate us.

B. USE OF PERSONAL INFORMATION

We collect and use your personal information for the following purposes:

- verifying your identity and conducting security, KYC (know-your-customer) and anti-money laundering diligence and background checks in order to set up user accounts;
- verifying your eligibility to register as a Platform user in accordance with our Terms of Use [here](#);
- setting up / administering user accounts, including providing log-in IDs and developing a Platform profile;
- providing users with customer service support; responding to queries, feedback, and managing claims and/or disputes;
- facilitating communication between Buyers and Sellers via the Platform, processing transactions and settlement between Buyers and Sellers made over the Platform, assessing fund withdrawal requests from Sellers;
- providing logistics and warehousing services (including, without limitation, customs clearance declarations via the Platform);
- facilitating customs clearance declarations / applications via the Platform;
- assessing and monitoring account security and transaction risks of users of Alibaba.com, detecting and preventing fraud, money laundering and other security incidents;
- sending and serving tailored marketing and advertising that we believe will be of interest to you based on the ways in which you use the Platform, your browsing records, and order history;
- performing research or statistical analysis in order to improve the content and layout of the Platform, and to improve the product offerings and services on Alibaba.com, including, for example, using anonymized data for machine learning purposes;
- identifying, developing and marketing and advertising products and services that we believe you will value, including across browsers and devices, in accordance with applicable laws. Cookies or other similar technologies may be used to provide you with advertising based upon your browsing activities and interests (see section [E. "COOKIES"](#) below). Where we are required by applicable law, we will seek your consent prior to sending you communications for marketing purposes;
- if you are a Buyer, we will share details of the last viewed products on the Platform to enable Sellers, their respective affiliates and/or their third-party services provider to contact you with details of products and/or services that might interest you. You can opt not to share this information with Sellers via the Buyer Privacy Settings [here](#).

We may also use your personal information for other purposes that are not incompatible with the purposes we have disclosed to you (such as archiving purposes in the public interest, scientific or historical research purposes, or statistical purposes) if and where this is permitted by applicable data protection laws.

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C. DISCLOSURE OR SHARING OF PERSONAL INFORMATION

We may disclose (or provide access to) personal information to the following categories of recipients:

- Other Platform Users where necessary in connection with the facilitation of purchases and communications made between you and the other users.
- Third party business partners, service providers and/or affiliates of Alibaba.com engaged by us or working with us to assist us to provide services to you or who otherwise process personal information for purposes described in this Privacy Policy or notified to you when we collect your personal information. Categories of these partners or service providers include:
 - o Members of Alibaba Group and their respective affiliates and/or their designated service providers that work with us to provide processing services such as software, tools, systems and messaging services for purposes described in this Privacy Policy;
 - o our business partners (for example, in order for them to provide you with discounts or offers that may interest you);
 - o marketing and advertising platforms, such as Google, Twitter, Facebook and Instagram, and providers of analytics services relating to users' behavior, in order to tailor the content you see when visiting our Platform. These platforms may combine information they collect on our Platform with data on their platforms and data they collect from other websites or through other sources in order to conduct targeted advertising. The processing activities of these third party marketing platforms are governed by their own privacy policies, not this Privacy Policy;
 - o payment service providers who collect and process personal information to assist with settling the payments for transactions or process withdrawal requests for Sellers. The activities of payment service providers may be governed by their own privacy policies, not this Privacy Policy;
 - o credit risk assessment providers to conduct risk assessment on Sellers to determine whether a Seller can be permitted to make a fund withdrawal;
 - o logistics partners for providing delivery services for Buyers, including return and exchange of products, and warehousing services for Sellers;
 - o custom agents for customs clearances purposes;
 - o cloud computing service providers to provide cloud storage services;
 - o customer service providers to provide after-sale services;
 - o risk control service providers to assess the security of users' accounts and transaction risks; and
 - o third party rating / reviewing service providers to carry out reviews of our services with customers if you choose to participate in reviewing or rating Alibaba products and/or services;
- To our professional advisers, law enforcement agencies, insurers, government and regulatory and other organizations where we believe it is necessary to comply with applicable laws or to exercise, establish or defend our legal rights or protect your vital interests or those of any other person, we may also disclose and transfer your personal information or as otherwise required or permitted by applicable laws.
- To an actual or potential buyer (and its agents and advisers) in connection with any actual or proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal information only for the purposes disclosed in this Privacy Policy.

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- To any other person with your consent to the disclosure.

We may provide aggregated or anonymized data to third parties, but when we do so, the information we share is in a de-identified format that does not personally identify you.

We have established relationships with third parties and websites to offer you products and services which we do not offer and such third parties and websites include the following affiliated platforms of Alibaba.com or their operators: Alibaba Group, Taobao Marketplace, Tmall.com, Juhuasuan, AliExpress, 1688.com, Alimama, Fliggy.com, Taobao.com, Alibaba Cloud, AliOS, AliTelecom, Autonavi, UCWeb, Umeng, Xiami, DingTalk, Alipay, and Lazada. We offer you access to these other parties and their websites either through the use of hyperlinks to these sites from our Platform or through offering "co-branded" sites in which both we and other parties share the same uniform resource locator (URL), domain name or pages within a domain name on the Internet. In some cases you may be required to submit personal information to register or apply for products or services provided by such third parties or co-branded partners. This Privacy Policy does not apply to these third party sites or co-branded sites. The privacy policies of those other parties may differ from ours, and we have no control over the information that you submit to those third parties. You should read the relevant privacy policy for those third party sites and co-branded sites before responding to any offers, products or services advertised by those parties.

D. RETENTION

We retain your personal information as long as we have an ongoing legitimate business need to do so for example to provide services or products to you, or as required or permitted by applicable laws, such as tax and accounting laws.

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize it or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

E. COOKIES

This section explains how we use cookies and similar technologies (we'll refer to them collectively as "cookies") to recognize you when you visit our Platform. It explains what these technologies are and why we use them, as well as your rights to control them.

What are cookies?

A cookie is a small amount of data that is sent to your browser and stored on your computer's or mobile device's hard drive. If you do not de-activate or erase the cookie, each time you use the same browser or mobile device to access the Platform, our web servers will be notified of your visit to the Platform and in turn we may have knowledge of your visit and the pattern of your usage.

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Cookies set by the website or app owner (in this case, Alibaba.com) are called "first party cookies". Cookies set by parties other than the website owner are called "third party cookies". Third party cookies enable third party features or functionality to be provided on or through the website (e.g. like advertising, interactive content and analytics). The parties that set these third party cookies can recognize your device both when it visits the website in question and also when it visits certain other websites.

Cookies can also be categorized as session cookies (which are erased once you close the browser or shut down the device) and persistent cookies (which remain even after closing the browser or shutting down the device/application and which are activated each time you visit the Platform). The session cookies use encrypted data to authenticate you. The persistent cookies do not store account numbers or passwords. We use both session cookies and persistent cookies.

Why we use cookies?

We use first and third party cookies for several reasons. Some cookies are required for technical and/or security reasons in order for our Platform to operate, and we refer to these as "essential" or "strictly necessary" cookies. First party cookies are mainly served to enable basic functionality on our Platform; including web analytics cookies that help us understand how users use our web pages and how we can improve their use. For example we use essential or strictly necessary cookies to enable us to remember goods added to your Alibaba.com shopping basket and to recognize you when you sign into your Alibaba.com account.

In addition we also use social media cookies. You may register for Platform membership and "share" Platform content through social media such as Facebook and Twitter. Sometimes we embed videos from websites like YouTube. These websites have their own privacy policies which govern their use of information, which you can find on the respective websites.

We also use cookies to enable us to track and target the interests of Platform visitors to enhance the experience on our Platform by researching visiting patterns and conduct interest-based advertising; assisting our partners to track user visits to the Platforms; and to track progress and participation in promotions. We use first and third party cookies for these purposes.

Cookies we use

The specific categories of first and third party cookies served through our Platform and the purposes they perform are described in the table below (please note that the specific cookies served may vary):

Types of cookie	Who serves these cookies
Essential Cookies These cookies are strictly necessary for enabling access and use of our Platform. They provide necessary functionality to ensure the proper performance, security and functionality of our Platform. These cookies cannot be disabled.	Alibaba.com https://www.alibaba.com/
Statistical Cookies: Statistical cookies including analytics cookies collect information in aggregate form to help us determine and understand how users interact with and use our Platform. We use this information to help us to	Alibaba.com https://www.alibaba.com/ Google Analytics (please see below for further information) <ul style="list-style-type: none">• https://policies.google.com/privacy• https://developers.google.com/analytics/devguides/collection/analyticsjs/cookie-usage

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improve and optimize our Platform and its security.	
<p>Personalisation and Service Cookies: These cookies are used to remember your computer or mobile device when you visit a website. They remember your registration and login details and your settings and preferences such as language and region. They are also used to ensure you don' t have to login every time you use your browser to comment on articles and to ensure interactive services work effectively.</p> <p>Personalization cookies are also used to recommend content we think you'll be interested in by serving and measuring relevant advertising, based on what you've looked at before.</p> <p>Personalization cookies may also include social media cookies which are used to enable you to log into our Platform using your social media accounts and to share pages and content that you find interesting on our Platform through third party social networking and other websites. These cookies may also be used for advertising purposes too.</p>	<p>Alibaba.com https://www.alibaba.com/</p> <p>Google http://www.google.com</p>
<p>Marketing Cookies. Marketing cookies help us to ensure that provide you with more targeted and relevant marketing. We will also use marketing cookies to evaluate the effectiveness of our marketing communications by monitoring open rate and conversions.</p>	<p>Facebook http://www.facebook.com</p> <p>Twitter http://www.twitter.com</p> <p>Google http://www.google.com</p> <p>Criteo https://www.criteo.com/</p> <p>Bing https://www.bing.com/</p> <p>Yahoo https://www.yahoo.com/</p> <p>Mailru https://mail.ru/</p> <p>Yandex https://yandex.com</p>

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[What about other tracking technologies, like web beacons?](#)

Cookies are not the only way to recognise or track visitors to our Platform. We may use other, similar technologies from time to time, like web beacons (sometimes called "tracking pixels" or "clear gifs"). These are tiny graphics files that contain a unique identifier that enable us to recognise when someone has visited our Platform or opened an e-mail that we have sent them. This allows us, for example, to monitor the traffic patterns of users from one page within our Platform to another, to deliver or communicate with cookies, to understand whether you have come to our Platform from an online advertisement displayed on a third-party website, to improve site performance, and to measure the success of e-mail marketing campaigns. In many instances, these technologies are reliant on cookies to function properly, and so declining cookies will impair their functioning.

[How can I control cookies?](#)

You can determine if and how a cookie will be accepted by configuring the privacy setting of the browser you are using to access the Platform or the "privacy setting" of your device. As the means by which you can refuse cookies through your web browser controls vary from browser-to-browser, you should visit your browser's help menu for more information. If you adjust the privacy setting in the browser, your device will continue collecting data unless you adjust the privacy setting of the device, and vice versa.

You have the right to decide whether to accept or reject cookies. If you choose to set your web browser controls to reject cookies, you may still use our website though your access to some functionality and areas of our website may be restricted.

You can also control your cookie preferences through the Cookie Preferences Tool

https://buyercentral.alibaba.com/privacy/cookie_setting.htm.

In addition, most advertising networks offer you a way to opt out of targeted advertising. If you would like to find out more information, please visit <http://www.aboutads.info/choices/> or <http://www.youronlinechoices.com>. Alternatively you can follow the applicable links of the respective third party personalization cookie provided in the table above for details of how to opt out of use of particular advertising or personalization cookies.

Certain features of the Platform depend on cookies. Please be aware that if you choose to block cookies, you may not be able to sign in or use those features, and preferences that are dependent on cookies may be lost.

Google Analytics (More information) Our Platform uses Google Analytics, an internet analytics service provided by Google, Inc. ("Google"). Google's cookies allow us analyze use of the Platform by telling us which pages our users are viewing, which ones are most popular, what time of day our Platform are visited, if users have previously visited our Platform, from which website users are redirected to our Platform were and the like. The data generated by the cookie about your use of the Platform will be transmitted to Google and stored by Google on servers in the United States.

The Platform uses an anonymization tool of IP addresses so that the IP addresses are truncated within the territory of the Member States of the European Union and the other members of the agreement on the European Economic Area. The non-truncated IP address are only exceptionally transmitted to Google's servers in the US and then truncated there.

Google uses the data on behalf of Alibaba.com to evaluate your use of the Platform, to compile reports on website activity for the website operators and for other website activity and internet usage services. Google may disclose this information to third parties under the terms of the law or for further processing by third parties on behalf of Google. For more information about

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Google Analytics cookies, visit:

- o the Google Help pages and Privacy Policy: Google Privacy Policy:

<https://policies.google.com/privacy>; and

- o the Google Analytics Help Center:

<https://developers.google.com/analytics/devguides/collection/analyticsjs/cookie-usage>

The IP address that your browser will pass on to Google Analytics will not be associated with any other data stored by Google. Through your browser settings, you can block cookies; however, this can lead to problems with the use of some functionalities of the website. Through the add-on "Google Analytics Opt-out" you can through your current web browser opt-out to the use of Google Analytics from then on: <http://tools.google.com/dlpage/gaoptout?hl=en>. More information can be found here: <https://support.google.com/analytics/answer/6004245>

F. MINORS

The Sites and their contents are not targeted to minors (those under the age of 18) and we do not intend to sell any of our products or services to minors. If a minor has provided us with Personal Data without parental or guardian consent, the parent or guardian should contact DataProtection.AE@aliexpress.com (for AliExpress.com users) or DataProtection@service.alibaba.com (for Alibaba.com users) to remove the information.

G. SECURITY MEASURES

We employ commercially reasonable security methods to prevent unauthorized access to the Sites, to maintain data accuracy and to ensure the correct use of the information we hold.

For registered users of the Sites, some of your information can be viewed and edited through your account, which is protected by a password. We recommend that you do not divulge your password to anyone. Our personnel will never ask you for your password in an unsolicited phone call or in an unsolicited email. If you share a computer with others, you should not choose to save your log-in information (e.g., user ID and password) on that shared computer. Remember to sign out of your account and close your browser window when you have finished your session.

No data transmission over the internet or any wireless network can be guaranteed to be perfectly secure. As a result, while we try to protect the information we hold for you, we cannot guarantee the security of any information you transmit to us and you do so at your own risk.

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H. CHANGES TO THIS PRIVACY POLICY

We may update this Privacy Policy from time to time in response to changing legal, technical or business developments. When we update our Privacy Policy, we will take appropriate measures to inform you, consistent with the significance of the changes we make. We will obtain your consent to any material Privacy Policy changes if and where this is required by applicable data protection laws.

Any changes to this Privacy Policy will be communicated by us posting an amended Privacy Policy on the Platform. Once posted on the Platform, the new Privacy Policy will be effective immediately. You can see when this Privacy Notice was last updated by checking the "last updated" date displayed at the top of this Privacy Policy.

I. VISITORS FROM THE EUROPEAN UNION

This section of the Privacy Policy applies only if you use our Platform or services covered by this Privacy Policy from a country that is a Member State of the European Union and in the event of and from the date of the UK's departure from the European Union, the United Kingdom (the "EEA"), and supplements the information in this Privacy Policy.

If you are in the EEA the data controller of your personal information is Alibaba.com Singapore E-Commerce Private Limited (incorporated in Singapore with Company Reg. No. 200720572D). For contact details, please see section J. **"HOW TO CONTACT US"** below.

Legal basis for data processing

We process personal information for the purposes set out in this Privacy Policy, as described above. Our legal basis for processing personal information will depend on the personal information concerned and the specific context in which we collect it. However, we will normally collect and process personal information about you only where it is:

- necessary for providing the services pursuant to the agreement between you and Alibaba.com Singapore E-Commerce Private Limited and/or its affiliates (for example, to provide you with the services you request and to identify and authenticate you so you may use the Platform);
- necessary to comply with legal requirements (for example, to comply with applicable accounting rules and to make mandatory disclosures to law enforcement);
- necessary for our legitimate interests and not overridden by your rights; and/or
- where it is based on your consent.

If we collect and use your personal information in reliance on our legitimate interests (or those of any third party), this interest will normally be to operate our Platform and services, manage our relationship with you and communicate with you as necessary to provide our services to you and for our legitimate commercial interest, for instance, when responding to your queries, improving our Platform and our services, undertaking marketing, or for the purposes of ensuring the security of our Platform and services and detecting or preventing illegal activities such as fraud. We may have other legitimate interests and if appropriate we will make clear to you at the relevant time what those legitimate interests are.

If we ask you to provide personal information to comply with a legal requirement or to enter into a contract with you, we will make this clear at the relevant time. We will advise you whether the provision of your personal information is mandatory or not (as well as of the possible consequences if you do not provide your personal information). In some instances, you may be

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required to provide us with personal information for processing as described above, in order for us to be able to provide you all of our services, and for you to use all the features of our Platform.

If you have questions about or need further information concerning the legal basis on which we collect and use your personal information, please contact us using the contact details provided under section J. "[HOW TO CONTACT US](#)" below.

[International transfers of personal information](#)

In connection with our provision of the Platform and its connected services, we may transfer your personal information to countries outside of the EEA, including to countries that may not provide the same level of data protection as your home country such as the United States and China. We take appropriate steps to ensure that recipients of your personal information are bound to duties of confidentiality and we implement appropriate measures to ensure your personal information will remain protected in accordance with this Privacy Policy, such as standard contractual clauses. A copy of those clauses can be requested from DataProtection@service.alibaba.com.

[Your rights](#)

If you are a resident of the EEA, you also have the following data protection rights, which you can exercise at any time by contacting us using the contact details provided under section J. "[HOW TO CONTACT US](#)" below:

- The right to **access, correct, update** or **request deletion** of your personal information.
- The right to **object to processing** of your personal information when it is based on our legitimate interests, and separately the right to **object to direct marketing**.
- The right to ask us, in some situations, to **restrict processing of your personal information** or **request portability** of your personal information.
- The right to **opt-out of marketing** communications we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send you. To opt-out of other forms of marketing (such as postal marketing or telemarketing), then please contact us using the contact details provided under section J. "[HOW TO CONTACT US](#)" below.
- If we have collected and process your personal information with your consent, then you have the right to **withdraw your consent at any time**. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent.
- The right to **complain to a data protection authority** about our collection and use of your personal information. For more information, please contact your local data protection authority.

We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

If you are aware of changes or inaccuracies in your information, you should inform us of such changes so that our records may be updated or corrected.

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J. HOW TO CONTACT US

If you have any requests, questions or concerns about our use of your personal information and this Privacy Policy, please contact us at DataProtection@service.alibaba.com.

K. LANGUAGE

If there is any conflict between the English version and another language version of this Privacy Policy, the English version shall prevail.

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EXHIBIT B-02

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Privacy Policy

New Version (Effective as of February 27,2020)

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Note: this Alibaba.com Privacy Policy applies to the collection, use and disclosure of information in connection with the products and services offered by Alibaba.com. Please refer to [AliExpress.com Privacy Policy](#) for the privacy policy that governs the collection, use and disclosure of information in connection with the products and services offered by AliExpress.com.

https://web.archive.org/web/20200901155358/https://rule.alibaba.com/rule/detail/2034.htm

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We at Alibaba.com ("we", "us") recognize the importance of privacy and confidentiality of personal information.

Alibaba.com (the "**Platform**") is a B2B platform which connects and facilitates sales and purchases of products and/or services between suppliers (or "**Sellers**") and buyers (or "**Buyers**"). The Platform is for business to business transactions and therefore is only made available for use by businesses and not for individual or personal use.

This Privacy Policy sets out the ways in which Alibaba.com collect, use and disclose information in connection with its operation of the Platform including personal information about Platform visitors and representatives and employees of Buyers and Sellers ("**you**"). This Privacy Policy also applies to use of our Platform via a mobile device, either through mobile applications or mobile-optimized websites. For details of the personal information that we collect when you use or interact with other Alibaba services, please refer to the applicable Privacy Policy to those services.

If you have any questions or concerns about the use of your personal information, then please contact us using the contact details provided at section **J "HOW TO CONTACT US"** the bottom of this Privacy Policy. All capitalized terms not defined in this document shall have the meanings ascribed to them in the Terms of Use for the Platform, which can be found [here](#).

A. COLLECTION OF INFORMATION

The personal information that we may collect about you broadly falls into the following categories:

Information you provide to us

If you are a representative or employee of any Buyer or Seller or a sole trader Buyer or Seller:

- you will be asked to provide certain contact information that is necessary for the registering for a Platform account on behalf of a Buyer or Seller, including name, address, phone number, email address, job title and department;
- you will be asked to provide certain identity information, tax registration and/or related information about your business, such as your company name, business type and industry, corporate registration details and information about your business license;
- if you are a Seller we will also ask you to provide details about the goods and products that you intend to sell via the Platform and details about your sales/transactions on Alibaba.com;
- if you are a Buyer we will also ask you to provide details or preferences about the goods and products that you may be interested in buying via the Platform and any details or preferences relevant to your purchases;
- if you are successfully certified by Alibaba.com as a blogger or an influencer, in addition to the information mentioned above, we may also collect your live stream videos, your social media account names and profile photos, and posts or comments made by other users of the Platform;
- in connection with the facilitation of transactions, purchases and payments over the Platform, you will be asked to provide certain payment information. This might include bank account numbers, billing and delivery information, credit/debit card numbers, expiration dates and security code and tracking information from cheques or money orders to facilitate the sale and purchase as well as the settlement of purchase price of the products or services transacted on or procured through the Platform;
- we will process any information provided to us in connection with disputes or to support complaints in connection with the Platform or goods and/or services purchased via the Platform. Please note, Buyers and/or Sellers may submit

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complaints regarding the products and services on the Platform and/or disputes between the Buyers and Sellers to the Platform and under such circumstances, we will process data provided to us by Buyers and/or Sellers that is relevant to the disputes or complaints submitted. This may include health data of end-users (which may include minors as applicable) of products purchased on the Platform to the extent relevant to the disputes or complaints that are being reviewed by the Platform and to the extent that the individual(s) has provided their explicit consent to their data being shared with us for the purposes of handling the complaints and/or settling the disputes.

- Information you submit to the Platform for publication may be made publicly available on the Platform and therefore accessible by any internet user. You should exercise caution when deciding what information you submit to us for publication.

Information that we collect automatically

- If you contact us (such as via our customer services department chat service, telephone or email), we may record a copy of your correspondence and may ask for additional information to verify your identity.
- We will collect contact details and other information of users from publicly available sources for the purposes of verifying the users and performing due diligence on the users.
- We will collect details of user activities, transactions and interactions on the Platform including information relating to the types and specifications of the products and services purchased, pricing and delivery information, dispute and complaint records, communications between users and any information disclosed in any discussion forum.
- From time to time, we may also collect information about the existing and prospective users, during or in connection with trade shows, industry events and/or other functions. Including representative contact names, addresses, phone numbers, fax numbers and email addresses.
- If you visit our Platform, we will automatically collect certain information from your device. In some countries, including countries in the European Economic Area, this information may be considered as personal information under applicable data protection laws. Specifically this information may include IP addresses, device type, unique device identification numbers, browser type, broad geographic location (e.g. country or city-level location), browsing patterns and details of how you have interacted with our Platform and the goods and services available on it. In addition, we gather statistical information about the Platform and visitors to the Platform including, browser software, operating system, software and hardware attributes, pages viewed, number of sessions and unique visitors. Collecting this information enables us to better understand the visitors who come to our Platform, where they come from, and what content is of interest to them. We use this information for our internal analytics purposes and to improve the quality and relevance of our Platform. Some of this information may be collected using cookies and similar tracking technology, as explained further under the section [E "COOKIES"](#) below.

Information that we receive from third parties

- We may receive personal information about you from social media platforms if you choose to register for a Platform account via a social media account. Exactly what information we receive will depend on your privacy settings with the applicable platform, but it would typically include basic public profile information such as:
 - o Your user name or nickname
 - o Your profile picture
 - o Country
 - o Company name
 - o Contact details

We may receive personal information about you from third parties that are engaged by us to assist with providing verification services, and conducting suitable money laundering and KYC (know-your-customer) checks on users, and to improve our marketing efforts. This may include your name, email address, company details and contact information for company representatives.

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- If you choose to participate in reviewing or rating products and/or services on Alibaba.com, we may receive personal information about you from third parties that work with us to conduct reviews into our services and/or rate us.

B. USE OF PERSONAL INFORMATION

We collect and use your personal information for the following purposes:

- verifying your identity and conducting security, KYC (know-your-customer) and anti-money laundering diligence and background checks in order to set up user accounts;
- verifying your eligibility to register as a Platform user in accordance with our Terms of Use [here](#);
- setting up / administering user accounts, including providing log-in IDs and developing a Platform profile;
- providing users with customer service support; responding to queries, feedback, and managing claims and/or disputes;
- facilitating communication between Buyers and Sellers via the Platform, processing transactions and settlement between Buyers and Sellers made over the Platform, assessing fund withdrawal requests from Sellers;
- providing logistics and warehousing services (including, without limitation, customs clearance declarations via the Platform);
- facilitating customs clearance declarations / applications via the Platform;
- assessing and monitoring account security and transaction risks of users of Alibaba.com, detecting and preventing fraud, money laundering and other security incidents;
- sending and serving tailored marketing and advertising that we believe will be of interest to you based on the ways in which you use the Platform, your browsing records, and order history;
- performing research or statistical analysis in order to improve the content and layout of the Platform, and to improve the product offerings and services on Alibaba.com, including, for example, using anonymized data for machine learning purposes;
- identifying, developing and marketing and advertising products and services that we believe you will value, including across browsers and devices, in accordance with applicable laws. Cookies or other similar technologies may be used to provide you with advertising based upon your browsing activities and interests (see section E. "COOKIES" below). Where we are required by applicable law, we will seek your consent prior to sending you communications for marketing purposes;
- if you are a Buyer, we will share details of the last viewed products on the Platform to enable Sellers to contact you with details of products and/or services that might interest you. You can opt not to share this information with Sellers via the Buyer Privacy Settings here <https://profile.alibaba.com/privacy/privacySettingShow.htm>.

We may also use your personal information for other purposes that are not incompatible with the purposes we have disclosed to you (such as archiving purposes in the public interest, scientific or historical research purposes, or statistical purposes) if

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and where this is permitted by applicable data protection laws.

C. DISCLOSURE OR SHARING OF PERSONAL INFORMATION

We may disclose (or provide access to) personal information to the following categories of recipients:

- Other Platform Users where necessary in connection with the facilitation of purchases and communications made between you and the other users.
- Third party business partners, service providers and/or affiliates of Alibaba.com engaged by us or working with us to assist us to provide services to you or who otherwise process personal information for purposes described in this Privacy Policy or notified to you when we collect your personal information. Categories of these partners or service providers include:
 - o Members of Alibaba Group and their respective affiliates and/or their designated service providers that work with us to provide processing services such as software, tools, systems and messaging services for purposes described in this Privacy Policy;
 - o our business partners (for example, in order for them to provide you with discounts or offers that may interest you);
 - o marketing and advertising platforms, such as Google, Twitter, Facebook and Instagram, and providers of analytics services relating to users' behavior, in order to tailor the content you see when visiting our Platform. These platforms may combine information they collect on our Platform with data on their platforms and data they collect from other websites or through other sources in order to conduct targeted advertising. The processing activities of these third party marketing platforms are governed by their own privacy policies, not this Privacy Policy;
 - o payment service providers who collect and process personal information to assist with settling the payments for transactions or process withdrawal requests for Sellers. The activities of payment service providers may be governed by their own privacy policies, not this Privacy Policy;
 - o credit risk assessment providers to conduct risk assessment on Sellers to determine whether a Seller can be permitted to make a fund withdrawal;
 - o logistics partners for providing delivery services for Buyers, including return and exchange of products, and warehousing services for Sellers;
 - o custom agents for customs clearances purposes;
 - o cloud computing service providers to provide cloud storage services;
 - o customer service providers to provide after-sale services;
 - o risk control service providers to assess the security of users' accounts and transaction risks; and
 - o third party rating / reviewing service providers to carry out reviews of our services with customers if you choose to participate in reviewing or rating Alibaba products and/or services;
- To our professional advisers, law enforcement agencies, insurers, government and regulatory and other organizations where we believe it is necessary to comply with applicable laws or to exercise, establish or defend our legal rights or protect your vital interests or those of any other person, we may also disclose and transfer your personal information or as otherwise required or permitted by applicable laws.
- To an actual or potential buyer (and its agents and advisers) in connection with any actual or proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal information only for the purposes disclosed in this Privacy Policy.

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- To any other person with your consent to the disclosure.

We may provide aggregated or anonymized data to third parties, but when we do so, the information we share is in a de-identified format that does not personally identify you.

We have established relationships with third parties and websites to offer you products and services which we do not offer and such third parties and websites include the following affiliated platforms of Alibaba.com or their operators: Alibaba Group, Taobao Marketplace, Tmall.com, Juhuasuan, AliExpress, 1688.com, Alimama, Fliggy.com, Taobao.com, Alibaba Cloud, AliOS, AliTelecom, Autonavi, UCWeb, Umeng, Xiami, DingTalk, Alipay, and Lazada. We offer you access to these other parties and their websites either through the use of hyperlinks to these sites from our Platform or through offering "co-branded" sites in which both we and other parties share the same uniform resource locator (URL), domain name or pages within a domain name on the Internet. In some cases you may be required to submit personal information to register or apply for products or services provided by such third parties or co-branded partners. This Privacy Policy does not apply to these third party sites or co-branded sites. The privacy policies of those other parties may differ from ours, and we have no control over the information that you submit to those third parties. You should read the relevant privacy policy for those third party sites and co-branded sites before responding to any offers, products or services advertised by those parties.

D. RETENTION

We retain your personal information as long as we have an ongoing legitimate business need to do so for example to provide services or products to you, or as required or permitted by applicable laws, such as tax and accounting laws.

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize it or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

E. COOKIES

This section explains how we use cookies and similar technologies (we'll refer to them collectively as "cookies") to recognize you when you visit our Platform. It explains what these technologies are and why we use them, as well as your rights to control them.

What are cookies?

A cookie is a small amount of data that is sent to your browser and stored on your computer's or mobile device's hard drive. If you do not de-activate or erase the cookie, each time you use the same browser or mobile device to access the Platform, our web servers will be notified of your visit to the Platform and in turn we may have knowledge of your visit and the pattern of your usage.

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Cookies set by the website or app owner (in this case, Alibaba.com) are called "first party cookies". Cookies set by parties other than the website owner are called "third party cookies". Third party cookies enable third party features or functionality to be provided on or through the website (e.g. like advertising, interactive content and analytics). The parties that set these third party cookies can recognize your device both when it visits the website in question and also when it visits certain other websites.

Cookies can also be categorized as session cookies (which are erased once you close the browser or shut down the device) and persistent cookies (which remain even after closing the browser or shutting down the device/application and which are activated each time you visit the Platform). The session cookies use encrypted data to authenticate you. The persistent cookies do not store account numbers or passwords. We use both session cookies and persistent cookies.

Why we use cookies?

We use first and third party cookies for several reasons. Some cookies are required for technical and/or security reasons in order for our Platform to operate, and we refer to these as "essential" or "strictly necessary" cookies. First party cookies are mainly served to enable basic functionality on our Platform; including web analytics cookies that help us understand how users use our web pages and how we can improve their use. For example we use essential or strictly necessary cookies to enable us to remember goods added to your Alibaba.com shopping basket and to recognize you when you sign into your Alibaba.com account.

In addition we also use social media cookies. You may register for Platform membership and "share" Platform content through social media such as Facebook and Twitter. Sometimes we embed videos from websites like YouTube. These websites have their own privacy policies which govern their use of information, which you can find on the respective websites.

We also use cookies to enable us to track and target the interests of Platform visitors to enhance the experience on our Platform by researching visiting patterns and conduct interest-based advertising; assisting our partners to track user visits to the Platforms; and to track progress and participation in promotions. We use first and third party cookies for these purposes.

Cookies we use

The specific categories of first and third party cookies served through our Platform and the purposes they perform are described in the table below (please note that the specific cookies served may vary):

Types of cookie	Who serves these cookies
Essential Cookies These cookies are strictly necessary for enabling access and use of our Platform. They provide necessary functionality to ensure the proper performance, security and functionality of our Platform. These cookies cannot be disabled.	Alibaba.com https://www.alibaba.com/
Statistical Cookies: Statistical cookies including analytics cookies collect information in aggregate form to help us determine and understand how users interact with and use our Platform. We use this information to help us to	Alibaba.com https://www.alibaba.com/ Google Analytics (please see below for further information) <ul style="list-style-type: none">• https://policies.google.com/privacy• https://developers.google.com/analytics/devguides/collection/analyticsjs/cookie-usage

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improve and optimize our Platform and its security.	
<p>Personalisation and Service Cookies: These cookies are used to remember your computer or mobile device when you visit a website. They remember your registration and login details and your settings and preferences such as language and region. They are also used to ensure you don' t have to login every time you use your browser to comment on articles and to ensure interactive services work effectively.</p> <p>Personalization cookies are also used to recommend content we think you'll be interested in by serving and measuring relevant advertising, based on what you've looked at before.</p> <p>Personalization cookies may also include social media cookies which are used to enable you to log into our Platform using your social media accounts and to share pages and content that you find interesting on our Platform through third party social networking and other websites. These cookies may also be used for advertising purposes too.</p>	<p>Alibaba.com https://www.alibaba.com/</p> <p>Google http://www.google.com</p>
<p>Marketing Cookies. Marketing cookies help us to ensure that provide you with more targeted and relevant marketing. We will also use marketing cookies to evaluate the effectiveness of our marketing communications by monitoring open rate and conversions.</p>	<p>Facebook http://www.facebook.com</p> <p>Twitter http://www.twitter.com</p> <p>Google http://www.google.com</p> <p>Criteo https://www.criteo.com/</p> <p>Bing https://www.bing.com/</p> <p>Yahoo https://www.yahoo.com/</p> <p>Mailru https://mail.ru/</p> <p>Yandex https://yandex.com</p>

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[What about other tracking technologies, like web beacons?](#)

Cookies are not the only way to recognise or track visitors to our Platform. We may use other, similar technologies from time to time, like web beacons (sometimes called "tracking pixels" or "clear gifs"). These are tiny graphics files that contain a unique identifier that enable us to recognise when someone has visited our Platform or opened an e-mail that we have sent them. This allows us, for example, to monitor the traffic patterns of users from one page within our Platform to another, to deliver or communicate with cookies, to understand whether you have come to our Platform from an online advertisement displayed on a third-party website, to improve site performance, and to measure the success of e-mail marketing campaigns. In many instances, these technologies are reliant on cookies to function properly, and so declining cookies will impair their functioning.

[How can I control cookies?](#)

You can determine if and how a cookie will be accepted by configuring the privacy setting of the browser you are using to access the Platform or the "privacy setting" of your device. As the means by which you can refuse cookies through your web browser controls vary from browser-to-browser, you should visit your browser's help menu for more information. If you adjust the privacy setting in the browser, your device will continue collecting data unless you adjust the privacy setting of the device, and vice versa.

You have the right to decide whether to accept or reject cookies. If you choose to set your web browser controls to reject cookies, you may still use our website though your access to some functionality and areas of our website may be restricted.

You can also control your cookie preferences through the Cookie Preferences Tool

https://buyercentral.alibaba.com/privacy/cookie_setting.htm.

In addition, most advertising networks offer you a way to opt out of targeted advertising. If you would like to find out more information, please visit <http://www.aboutads.info/choices/> or <http://www.youronlinechoices.com>. Alternatively you can follow the applicable links of the respective third party personalization cookie provided in the table above for details of how to opt out of use of particular advertising or personalization cookies.

Certain features of the Platform depend on cookies. Please be aware that if you choose to block cookies, you may not be able to sign in or use those features, and preferences that are dependent on cookies may be lost.

Google Analytics (More information) Our Platform uses Google Analytics, an internet analytics service provided by Google, Inc. ("Google"). Google's cookies allow us analyze use of the Platform by telling us which pages our users are viewing, which ones are most popular, what time of day our Platform are visited, if users have previously visited our Platform, from which website users are redirected to our Platform were and the like. The data generated by the cookie about your use of the Platform will be transmitted to Google and stored by Google on servers in the United States.

The Platform uses an anonymization tool of IP addresses so that the IP addresses are truncated within the territory of the Member States of the European Union and the other members of the agreement on the European Economic Area. The non-truncated IP address are only exceptionally transmitted to Google's servers in the US and then truncated there.

Google uses the data on behalf of Alibaba.com to evaluate your use of the Platform, to compile reports on website activity for the website operators and for other website activity and internet usage services. Google may disclose this information to third parties under the terms of the law or for further processing by third parties on behalf of Google. For more information about

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Google Analytics cookies, visit:

- o the Google Help pages and Privacy Policy: Google Privacy Policy:

<https://policies.google.com/privacy>; and

- o the Google Analytics Help Center:

<https://developers.google.com/analytics/devguides/collection/analyticsjs/cookie-usage>

The IP address that your browser will pass on to Google Analytics will not be associated with any other data stored by Google. Through your browser settings, you can block cookies; however, this can lead to problems with the use of some functionalities of the website. Through the add-on "Google Analytics Opt-out" you can through your current web browser opt-out to the use of Google Analytics from then on: <http://tools.google.com/dlpage/gaoptout?hl=en>. More information can be found here: <https://support.google.com/analytics/answer/6004245>

F. MINORS

The Sites and their contents are not targeted to minors (those under the age of 18) and we do not intend to sell any of our products or services to minors. If a minor has provided us with Personal Data without parental or guardian consent, the parent or guardian should contact DataProtection.AE@aliexpress.com (for AliExpress.com users) or DataProtection@service.alibaba.com (for Alibaba.com users) to remove the information.

G. SECURITY MEASURES

We employ commercially reasonable security methods to prevent unauthorized access to the Sites, to maintain data accuracy and to ensure the correct use of the information we hold.

For registered users of the Sites, some of your information can be viewed and edited through your account, which is protected by a password. We recommend that you do not divulge your password to anyone. Our personnel will never ask you for your password in an unsolicited phone call or in an unsolicited email. If you share a computer with others, you should not choose to save your log-in information (e.g., user ID and password) on that shared computer. Remember to sign out of your account and close your browser window when you have finished your session.

No data transmission over the internet or any wireless network can be guaranteed to be perfectly secure. As a result, while we try to protect the information we hold for you, we cannot guarantee the security of any information you transmit to us and you do so at your own risk.

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H. CHANGES TO THIS PRIVACY POLICY

We may update this Privacy Policy from time to time in response to changing legal, technical or business developments. When we update our Privacy Policy, we will take appropriate measures to inform you, consistent with the significance of the changes we make. We will obtain your consent to any material Privacy Policy changes if and where this is required by applicable data protection laws.

Any changes to this Privacy Policy will be communicated by us posting an amended Privacy Policy on the Platform. Once posted on the Platform, the new Privacy Policy will be effective immediately. You can see when this Privacy Notice was last updated by checking the "last updated" date displayed at the top of this Privacy Policy.

I. VISITORS FROM THE EUROPEAN UNION

This section of the Privacy Policy applies only if you use our Platform or services covered by this Privacy Policy from a country that is a Member State of the European Union and in the event of and from the date of the UK's departure from the European Union, the United Kingdom (the "EEA"), and supplements the information in this Privacy Policy.

If you are in the EEA the data controller of your personal information is Alibaba.com Singapore E-Commerce Private Limited (incorporated in Singapore with Company Reg. No. 200720572D). For contact details, please see section J. **"HOW TO CONTACT US"** below.

Legal basis for data processing

We process personal information for the purposes set out in this Privacy Policy, as described above. Our legal basis for processing personal information will depend on the personal information concerned and the specific context in which we collect it. However, we will normally collect and process personal information about you only where it is:

- necessary for providing the services pursuant to the agreement between you and Alibaba.com Singapore E-Commerce Private Limited and/or its affiliates (for example, to provide you with the services you request and to identify and authenticate you so you may use the Platform);
- necessary to comply with legal requirements (for example, to comply with applicable accounting rules and to make mandatory disclosures to law enforcement);
- necessary for our legitimate interests and not overridden by your rights; and/or
- where it is based on your consent.

If we collect and use your personal information in reliance on our legitimate interests (or those of any third party), this interest will normally be to operate our Platform and services, manage our relationship with you and communicate with you as necessary to provide our services to you and for our legitimate commercial interest, for instance, when responding to your queries, improving our Platform and our services, undertaking marketing, or for the purposes of ensuring the security of our Platform and services and detecting or preventing illegal activities such as fraud. We may have other legitimate interests and if appropriate we will make clear to you at the relevant time what those legitimate interests are.

If we ask you to provide personal information to comply with a legal requirement or to enter into a contract with you, we will make this clear at the relevant time. We will advise you whether the provision of your personal information is mandatory or not (as well as of the possible consequences if you do not provide your personal information). In some instances, you may be

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required to provide us with personal information for processing as described above, in order for us to be able to provide you all of our services, and for you to use all the features of our Platform.

If you have questions about or need further information concerning the legal basis on which we collect and use your personal information, please contact us using the contact details provided under section J. ["HOW TO CONTACT US"](#) below.

[International transfers of personal information](#)

In connection with our provision of the Platform and its connected services, we may transfer your personal information to countries outside of the EEA, including to countries that may not provide the same level of data protection as your home country such as the United States and China. We take appropriate steps to ensure that recipients of your personal information are bound to duties of confidentiality and we implement appropriate measures to ensure your personal information will remain protected in accordance with this Privacy Policy, such as standard contractual clauses. A copy of those clauses can be requested from DataProtection@service.alibaba.com.

[Your rights](#)

If you are a resident of the EEA, you also have the following data protection rights, which you can exercise at any time by contacting us using the contact details provided under section J. ["HOW TO CONTACT US"](#) below:

- The right to **access, correct, update** or **request deletion** of your personal information.
- The right to **object to processing** of your personal information when it is based on our legitimate interests, and separately the right to **object to direct marketing**.
- The right to ask us, in some situations, to **restrict processing of your personal information** or **request portability** of your personal information.
- The right to **opt-out of marketing** communications we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send you. To opt-out of other forms of marketing (such as postal marketing or telemarketing), then please contact us using the contact details provided under section J. ["HOW TO CONTACT US"](#) below.
- If we have collected and process your personal information with your consent, then you have the right to **withdraw your consent at any time**. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent.
- The right to **complain to a data protection authority** about our collection and use of your personal information. For more information, please contact your local data protection authority.

We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

If you are aware of changes or inaccuracies in your information, you should inform us of such changes so that our records may be updated or corrected.

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J. HOW TO CONTACT US

If you have any requests, questions or concerns about our use of your personal information and this Privacy Policy, please contact us at DataProtection@service.alibaba.com.

K. LANGUAGE

If there is any conflict between the English version and another language version of this Privacy Policy, the English version shall prevail.

Old version (Effective as of January 17,2019)

Privacy Policy

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Note: this Alibaba.com Privacy Policy applies to the collection, use and disclosure of information in connection with the products and services offered by Alibaba.com. Please refer to [AliExpress.com Privacy Policy](#) for the privacy policy that governs the collection, use and disclosure of information in connection with the products and services offered by AliExpress.com.

We at Alibaba.com ("we", "us") recognize the importance of privacy and confidentiality of personal information.

Alibaba.com (the "Platform") is a B2B platform which connects and facilitates sales and purchases of products and/or services between suppliers (or "Sellers") and buyers (or "Buyers"). The Platform is for business to business transactions and therefore is only made available for use by businesses and not for individual or personal use.

This Privacy Policy sets out the ways in which Alibaba.com collect, use and disclose information in connection with its operation of the Platform including personal information about Platform visitors and representatives and employees of Buyers and Sellers ("you"). This Privacy Policy also applies to use of our Platform via a mobile device, either through mobile applications or mobile-optimized websites. For details of the personal information that we collect when you use or interact with other Alibaba services, please refer to the applicable Privacy Policy to those services.

If you have any questions or concerns about the use of your personal information, then please contact us using the contact details provided at section [H "HOW TO CONTACT US"](#) the bottom of this Privacy Policy. All capitalized terms not defined in this document shall have the meanings ascribed to them in the Terms of Use for the Platform, which can be found [here](#).

A. COLLECTION OF INFORMATION

The personal information that we may collect about you broadly falls into the following categories:

Information you provide to us

If you are a representative or employee of any Buyer or Seller or a sole trader Buyer or Seller:

- you will be asked to provide certain contact information that is necessary for the registering for a Platform account on behalf of a Buyer or Seller, including name, address, phone number, email address, job title and department;
- you will be asked to provide certain identity information, tax registration and/or related information about your business, such as your company name, business type and industry, corporate registration details and information about your business license;
- if you are a Seller we will also ask you to provide details about the goods and products that you intend to sell via the Platform and details about your sales/transactions on Alibaba.com;
- if you are a Buyer we will also ask you to provide details or preferences about the goods and products that you may be interested in buying via the Platform and any details or preferences relevant to your purchases;
- if you are successfully certified by Alibaba.com as a blogger or an influencer, in addition to the information mentioned above, we may also collect your live stream videos, your social media account names and profile photos, and posts or comments made by other users of the Platform;
- in connection with the facilitation of transactions, purchases and payments over the Platform, you will be asked to provide certain payment information. This might include bank account numbers, billing and delivery information, credit/debit card numbers, expiration dates and security code and tracking information from cheques or money orders to facilitate the sale and purchase as well as the settlement of purchase price of the products or services transacted on or procured through the Platform;
- we will process any information provided to us in connection with disputes or to support complaints in connection with the Platform or goods and/or services purchased via the Platform. Please note, Buyers and/or Sellers may submit complaints regarding the products and services on the Platform and/or disputes between the Buyers and Sellers to the Platform and under such circumstances, we will process data provided to us by Buyers and/or Sellers that is relevant to the disputes or complaints submitted. This may include health data of end-users (which may include minors as

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applicable) of products purchased on the Platform to the extent relevant to the disputes or complaints that are being reviewed by the Platform and to the extent that the individual(s) has provided their explicit consent to their data being shared with us for the purposes of handling the complaints and/or settling the disputes.

- Information you submit to the Platform for publication may be made publicly available on the Platform and therefore accessible by any internet user. You should exercise caution when deciding what information you submit to us for publication.

Information that we collect automatically

- If you contact us (such as via our customer services department chat service, telephone or email), we may record a copy of your correspondence and may ask for additional information to verify your identity.
- We will collect contact details and other information of users from publicly available sources for the purposes of verifying the users and performing due diligence on the users.
- We will collect details of user activities, transactions and interactions on the Platform including information relating to the types and specifications of the products and services purchased, pricing and delivery information, dispute and complaint records, communications between users and any information disclosed in any discussion forum.
- From time to time, we may also collect information about the existing and prospective users, during or in connection with trade shows, industry events and/or other functions. Including representative contact names, addresses, phone numbers, fax numbers and email addresses.
- If you visit our Platform, we will automatically collect certain information from your device. In some countries, including countries in the European Economic Area, this information may be considered as personal information under applicable data protection laws. Specifically this information may include IP addresses, device type, unique device identification numbers, browser type, broad geographic location (e.g. country or city-level location), browsing patterns and details of how you have interacted with our Platform and the goods and services available on it. In addition, we gather statistical information about the Platform and visitors to the Platform including, browser software, operating system, software and hardware attributes, pages viewed, number of sessions and unique visitors. Collecting this information enables us to better understand the visitors who come to our Platform, where they come from, and what content is of interest to them. We use this information for our internal analytics purposes and to improve the quality and relevance of our Platform. Some of this information may be collected using cookies and similar tracking technology, as explained further under the section [E "COOKIES"](#) below.

Information that we receive from third parties

- We may receive personal information about you from social media platforms if you choose to register for a Platform account via a social media account. Exactly what information we receive will depend on your privacy settings with the applicable platform, but it would typically include basic public profile information such as:
 - o Your user name or nickname
 - o Your profile picture
 - o Country
 - o Company name
 - o Contact details

We may receive personal information about you from third parties that are engaged by us to assist with providing verification services and conducting suitable money laundering and KYC (know-your-customer) checks on users. This may include your name, email address, company details and contact information.

- If you choose to participate in reviewing or rating products and/or services on Alibaba.com, we may receive personal information about you from third parties that work with us to conduct reviews into our services and/or rate us.

B. USE OF PERSONAL INFORMATION

We collect and use your personal information for the following purposes:

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- verifying your identity and conducting security, KYC (know-your-customer) and anti-money laundering diligence and background checks in order to set up user accounts;
- verifying your eligibility to register as a Platform user in accordance with our Terms of Use [here](#);
- setting up / administering user accounts, including providing log-in IDs and developing a Platform profile;
- providing users with customer service support; responding to queries, feedback, and managing claims and/or disputes;
- facilitating communication between Buyers and Sellers via the Platform, processing transactions and settlement between Buyers and Sellers made over the Platform, assessing fund withdrawal requests from Sellers;
- providing logistics and warehousing services (including, without limitation, customs clearance declarations via the Platform);
- facilitating customs clearance declarations / applications via the Platform;
- assessing and monitoring account security and transaction risks of users of Alibaba.com, detecting and preventing fraud, money laundering and other security incidents;
- personalizing our marketing and communications with you based on your browsing records, and your order history;
- performing research or statistical analysis in order to improve the content and layout of the Platform, and to improve the product offerings and services on Alibaba.com, including, for example, using anonymized data for machine learning purposes;
- identifying, developing and marketing and advertising products and services that we believe you will value, including across browsers and devices, in accordance with applicable laws. Cookies or other similar technologies may be used to provide you with advertising based upon your browsing activities and interests (see section E. "COOKIES" below). Where we are required by applicable law, we will seek your consent prior to sending you communications for marketing purposes;
- if you are a Buyer, we will share details of the last viewed products on the Platform to enable Sellers to contact you with details of products and/or services that might interest you. You can opt not to share this information with Sellers via the Buyer Privacy Settings here <https://profile.alibaba.com/privacy/privacySettingShow.htm>.

We may also use your personal information for other purposes that are not incompatible with the purposes we have disclosed to you (such as archiving purposes in the public interest, scientific or historical research purposes, or statistical purposes) if and where this is permitted by applicable data protection laws.

C. DISCLOSURE OR SHARING OF PERSONAL INFORMATION

We may disclose (or provide access to) personal information to the following categories of recipients:

- Other Platform Users where necessary in connection with the facilitation of purchases and communications made between you and the other users.
- Third party business partners, service providers and/or affiliates of Alibaba.com engaged by us or working with us to assist us to provide services to you or who otherwise process personal information for purposes described in this Privacy Policy or notified to you when we collect your personal information. Categories of these partners or service providers include:
 - o Members of Alibaba Group and their respective affiliates and/or their designated service providers that work with us to provide processing services such as software, tools, systems and messaging services for purposes described in this Privacy Policy;
 - o our business partners (for example, in order for them to provide you with discounts or offers that may interest you);
 - o marketing and advertising platforms, such as Google, Twitter, Facebook and Instagram, and providers of analytics services relating to users' behavior, in order to tailor the content you see when visiting our Platform. These platforms may combine information they collect on our Platform with data on their platforms and data they collect from other

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websites or through other sources in order to conduct targeted advertising. The processing activities of these third party marketing platforms are governed by their own privacy policies, not this Privacy Policy;

o payment service providers who collect and process personal information to assist with settling the payments for transactions or process withdrawal requests for Sellers. The activities of payment service providers may be governed by their own privacy policies, not this Privacy Policy;

o credit risk assessment providers to conduct risk assessment on Sellers to determine whether a Seller can be permitted to make a fund withdrawal;

o logistics partners for providing delivery services for Buyers, including return and exchange of products, and warehousing services for Sellers;

o custom agents for customs clearances purposes;

o cloud computing service providers to provide cloud storage services;

o customer service providers to provide after-sale services;

o risk control service providers to assess the security of users' accounts and transaction risks; and

o third party rating / reviewing service providers to carry out reviews of our services with customers if you choose to participate in reviewing or rating Alibaba products and/or services;

- To our professional advisers, law enforcement agencies, insurers, government and regulatory and other organizations where we believe it is necessary to comply with applicable laws or to exercise, establish or defend our legal rights or protect your vital interests or those of any other person, we may also disclose and transfer your personal information or as otherwise required or permitted by applicable laws.
- To an actual or potential buyer (and its agents and advisers) in connection with any actual or proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal information only for the purposes disclosed in this Privacy Policy.
- To any other person with your consent to the disclosure.

We may provide aggregated or anonymized data to third parties, but when we do so, the information we share is in a de-identified format that does not personally identify you.

We have established relationships with third parties and websites to offer you products and services which we do not offer and such third parties and websites include the following affiliated platforms of Alibaba.com or their operators: Alibaba Group, Taobao Marketplace, Tmall.com, Juhuasuan, AliExpress, 1688.com, Alimama, Fliggy.com, Taobao.com, Alibaba Cloud, AliOS, AliTelecom, Autonavi, UCWeb, Umeng, Xiami, DingTalk, Alipay, and Lazada. We offer you access to these other parties and their websites either through the use of hyperlinks to these sites from our Platform or through offering "co-branded" sites in which both we and other parties share the same uniform resource locator (URL), domain name or pages within a domain name on the Internet. In some cases you may be required to submit personal information to register or apply for products or services provided by such third parties or co-branded partners. This Privacy Policy does not apply to these third party sites or co-branded sites. The privacy policies of those other parties may differ from ours, and we have no control over the information that you submit to those third parties. You should read the relevant privacy policy for those third party sites and co-branded sites before responding to any offers, products or services advertised by those parties.

D. RETENTION

We retain your personal information as long as we have an ongoing legitimate business need to do so for example to provide services or products to you, or as required or permitted by applicable laws, such as tax and accounting laws.

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize it or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

E. COOKIES

This section explains how we use cookies and similar technologies (we'll refer to them collectively as "cookies") to recognize you when you visit our Platform. It explains what these technologies are and why we use them, as well as your rights to control them.

What are cookies?

A cookie is a small amount of data that is sent to your browser and stored on your computer's or mobile device's hard drive. If you do not de-activate or erase the cookie, each time you use the same browser or mobile device to access the Platform, our web servers will be notified of your visit to the Platform and in turn we may have knowledge of your visit and the pattern of your usage.

Cookies set by the website or app owner (in this case, Alibaba.com) are called "first party cookies". Cookies set by parties other than the website owner are called "third party cookies". Third party cookies enable third party features or functionality to be provided on or through the website (e.g. like advertising, interactive content and analytics). The parties that set these third party cookies can recognize your device both when it visits the website in question and also when it visits certain other websites.

Cookies can also be categorized as session cookies (which are erased once you close the browser or shut down the device) and persistent cookies (which remain even after closing the browser or shutting down the device/application and which are activated each time you visit the Platform). The session cookies use encrypted data to authenticate you. The persistent cookies do not store account numbers or passwords. We use both session cookies and persistent cookies.

Why we use cookies?

We use first and third party cookies for several reasons. Some cookies are required for technical and/or security reasons in order for our Platform to operate, and we refer to these as "essential" or "strictly necessary" cookies. First party cookies are mainly served to enable basic functionality on our Platform; including web analytics cookies that help us understand how users use our web pages and how we can improve their use. For example we use essential or strictly necessary cookies to enable us to remember goods added to your Alibaba.com shopping basket and to recognize you when you sign into your Alibaba.com account.

In addition we also use social media cookies. You may register for Platform membership and "share" Platform content through social media such as Facebook and Twitter. Sometimes we embed videos from websites like YouTube. These websites have their own privacy policies which govern their use of information, which you can find on the respective websites.

We also use cookies to enable us to track and target the interests of Platform visitors to enhance the experience on our Platform by researching visiting patterns and conduct interest-based advertising; assisting our partners to track user visits to the Platforms; and to track progress and participation in promotions. We use first and third party cookies for these purposes.

Cookies we use

The specific categories of first and third party cookies served through our Platform and the purposes they perform are described in the table below (please note that the specific cookies served may vary):

Types of cookie	Who serves these cookies
Essential Cookies These cookies are strictly necessary for enabling access and use of our Platform. They provide necessary functionality to ensure the proper performance, security and functionality of our Platform. These cookies cannot be disabled.	Alibaba.com https://www.alibaba.com/
Statistical Cookies: Statistical cookies including analytics cookies collect information in aggregate form to help us	Alibaba.com https://www.alibaba.com/ Google Analytics (please see below for further information)

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determine and understand how users interact with and use our Platform. We use this information to help us to improve and optimize our Platform and its security.	<ul style="list-style-type: none"> • https://policies.google.com/privacy • https://developers.google.com/analytics/devguides/collection/analyticsjs/cookie-usage
<p>Personalisation and Service Cookies: These cookies are used to remember your computer or mobile device when you visit a website. They remember your registration and login details and your settings and preferences such as language and region. They are also used to ensure you don't have to login every time you use your browser to comment on articles and to ensure interactive services work effectively.</p> <p>Personalization cookies are also used to recommend content we think you'll be interested in by serving and measuring relevant advertising, based on what you've looked at before.</p> <p>Personalization cookies may also include social media cookies which are used to enable you to log into our Platform using your social media accounts and to share pages and content that you find interesting on our Platform through third party social networking and other websites. These cookies may also be used for advertising purposes too.</p>	<p>Alibaba.com https://www.alibaba.com/</p> <p>Google http://www.google.com</p>
<p>Marketing Cookies. Marketing cookies help us to ensure that provide you with more targeted and relevant marketing. We will also use marketing cookies to evaluate the effectiveness of our marketing communications by monitoring open rate and conversions.</p>	<p>Facebook http://www.facebook.com</p> <p>Twitter http://www.twitter.com</p> <p>Google http://www.google.com</p> <p>Criteo https://www.criteo.com/</p> <p>Bing https://www.bing.com/</p> <p>Yahoo https://www.yahoo.com/</p> <p>Mailru https://mail.ru/</p> <p>Yandex https://yandex.com</p>

[What about other tracking technologies, like web beacons?](#)

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Cookies are not the only way to recognise or track visitors to our Platform. We may use other, similar technologies from time to time, like web beacons (sometimes called "tracking pixels" or "clear gifs"). These are tiny graphics files that contain a unique identifier that enable us to recognise when someone has visited our Platform or opened an e-mail that we have sent them. This allows us, for example, to monitor the traffic patterns of users from one page within our Platform to another, to deliver or communicate with cookies, to understand whether you have come to our Platform from an online advertisement displayed on a third-party website, to improve site performance, and to measure the success of e-mail marketing campaigns. In many instances, these technologies are reliant on cookies to function properly, and so declining cookies will impair their functioning.

How can I control cookies?

You can determine if and how a cookie will be accepted by configuring the privacy setting of the browser you are using to access the Platform or the "privacy setting" of your device. As the means by which you can refuse cookies through your web browser controls vary from browser-to-browser, you should visit your browser's help menu for more information. If you adjust the privacy setting in the browser, your device will continue collecting data unless you adjust the privacy setting of the device, and vice versa.

You have the right to decide whether to accept or reject cookies. If you choose to set your web browser controls to reject cookies, you may still use our website though your access to some functionality and areas of our website may be restricted.

You can also control your cookie preferences through the Cookie Preferences Tool
https://buyercentral.alibaba.com/privacy/cookie_setting.htm.

In addition, most advertising networks offer you a way to opt out of targeted advertising. If you would like to find out more information, please visit <http://www.aboutads.info/choices/> or <http://www.youronlinechoices.com>. Alternatively you can follow the applicable links of the respective third party personalization cookie provided in the table above for details of how to opt out of use of particular advertising or personalization cookies.

Certain features of the Platform depend on cookies. Please be aware that if you choose to block cookies, you may not be able to sign in or use those features, and preferences that are dependent on cookies may be lost.

Google Analytics (More information) Our Platform uses Google Analytics, an internet analytics service provided by Google, Inc. ("Google"). Google's cookies allow us analyze use of the Platform by telling us which pages our users are viewing, which ones are most popular, what time of day our Platform are visited, if users have previously visited our Platform, from which website users are redirected to our Platform were and the like. The data generated by the cookie about your use of the Platform will be transmitted to Google and stored by Google on servers in the United States.

The Platform uses an anonymization tool of IP addresses so that the IP addresses are truncated within the territory of the Member States of the European Union and the other members of the agreement on the European Economic Area. The non-truncated IP address are only exceptionally transmitted to Google's servers in the US and then truncated there.

Google uses the data on behalf of Alibaba.com to evaluate your use of the Platform, to compile reports on website activity for the website operators and for other website activity and internet usage services. Google may disclose this information to third parties under the terms of the law or for further processing by third parties on behalf of Google. For more information about Google Analytics cookies, visit:

- o the Google Help pages and Privacy Policy: Google Privacy Policy:

<https://policies.google.com/privacy>; and

- o the Google Analytics Help Center:

<https://developers.google.com/analytics/devguides/collection/analyticsjs/cookie-usage>

The IP address that your browser will pass on to Google Analytics will not be associated with any other data stored by Google. Through your browser settings, you can block cookies; however, this can lead to problems with the use of some functionalities

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of the website. Through the add-on "Google Analytics Opt-out" you can through your current web browser opt-out to the use of Google Analytics from then on: <http://tools.google.com/dlpage/gaoptout?hl=en>. More information can be found here: <https://support.google.com/analytics/answer/6004245>

F. CHANGES TO THIS PRIVACY POLICY

We may update this Privacy Policy from time to time in response to changing legal, technical or business developments. When we update our Privacy Policy, we will take appropriate measures to inform you, consistent with the significance of the changes we make. We will obtain your consent to any material Privacy Policy changes if and where this is required by applicable data protection laws.

Any changes to this Privacy Policy will be communicated by us posting an amended Privacy Policy on the Platform. Once posted on the Platform, the new Privacy Policy will be effective immediately. You can see when this Privacy Notice was last updated by checking the "last updated" date displayed at the top of this Privacy Notice.

G. VISITORS FROM THE EUROPEAN UNION

This section of the Privacy Policy applies only if you use our Platform or services covered by this Privacy Policy from a country that is a Member State of the European Union and in the event of and from the date of the UK's departure from the European Union, the United Kingdom (the "EEA"), and supplements the information in this Privacy Policy.

If you are in the EEA the data controller of your personal information is Alibaba.com Singapore E-Commerce Private Limited (incorporated in Singapore with Company Reg. No. 200720572D). For contact details, please see section H. **"HOW TO CONTACT US"** below.

Legal basis for data processing

We process personal information for the purposes set out in this Privacy Policy, as described above. Our legal basis for processing personal information will depend on the personal information concerned and the specific context in which we collect it. However, we will normally collect and process personal information about you only where it is:

- necessary for providing the services pursuant to the agreement between you and Alibaba.com Singapore E-Commerce Private Limited and/or its affiliates (for example, to provide you with the services you request and to identify and authenticate you so you may use the Platform);
- necessary to comply with legal requirements (for example, to comply with applicable accounting rules and to make mandatory disclosures to law enforcement);
- necessary for our legitimate interests and not overridden by your rights; and/or
- where it is based on your consent.

If we collect and use your personal information in reliance on our legitimate interests (or those of any third party), this interest will normally be to operate our Platform and services, manage our relationship with you and communicate with you as necessary to provide our services to you and for our legitimate commercial interest, for instance, when responding to your queries, improving our Platform and our services, undertaking marketing, or for the purposes of ensuring the security of our Platform and services and detecting or preventing illegal activities such as fraud. We may have other legitimate interests and if appropriate we will make clear to you at the relevant time what those legitimate interests are.

If we ask you to provide personal information to comply with a legal requirement or to enter into a contract with you, we will make this clear at the relevant time. We will advise you whether the provision of your personal information is mandatory or not (as well as of the possible consequences if you do not provide your personal information). In some instances, you may be required to provide us with personal information for processing as described above, in order for us to be able to provide you all of our services, and for you to use all the features of our Platform.

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If you have questions about or need further information concerning the legal basis on which we collect and use your personal information, please contact us using the contact details provided under section H. "HOW TO CONTACT US" below.

International transfers of personal information

In connection with our provision of the Platform and its connected services, we may transfer your personal information to countries outside of the EEA, including to countries that may not provide the same level of data protection as your home country such as the United States and China. We take appropriate steps to ensure that recipients of your personal information are bound to duties of confidentiality and we implement appropriate measures to ensure your personal information will remain protected in accordance with this Privacy Policy, such as standard contractual clauses. A copy of those clauses can be requested from DataProtection@service.alibaba.com.

Your rights

If you are a resident of the EEA, you also have the following data protection rights, which you can exercise at any time by contacting us using the contact details provided under section H. "HOW TO CONTACT US" below.

- The right to **access, correct, update** or **request deletion** of your personal information.
- The right to **object to processing** of your personal information when it is based on our legitimate interests, and separately the right to **object to direct marketing**.
- The right to ask us, in some situations, to **restrict processing of your personal information** or **request portability** of your personal information.
- The right to **opt-out of marketing** communications we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send you. To opt-out of other forms of marketing (such as postal marketing or telemarketing), then please contact us using the contact details provided under section H. "HOW TO CONTACT US" below.
- If we have collected and process your personal information with your consent, then you have the right to **withdraw your consent at any time**. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent.
- The right to **complain to a data protection authority** about our collection and use of your personal information. For more information, please contact your local data protection authority.

We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

If you are aware of changes or inaccuracies in your information, you should inform us of such changes so that our records may be updated or corrected.

H. HOW TO CONTACT US

If you have any requests, questions or concerns about our use of your personal information and this Privacy Policy, please contact us at DataProtection@service.alibaba.com.

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I. LANGUAGE

If there is any conflict between the English version and another language version of this Privacy Policy, the English version shall prevail.

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EXHIBIT C-01



Lyft Terms of Service

Last Updated: November 27, 2019

These Terms of Service constitute a legally binding agreement (the “Agreement”) between you and Lyft, Inc., its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, “Lyft,” “we,” “us” or “our”) governing your use of the Lyft application, website, and technology platform (collectively, the “Lyft Platform”).

PLEASE BE ADVISED: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN YOU AND LYFT CAN BE BROUGHT ([SEE SECTION 17 BELOW](#)). THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST LYFT TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. AS A DRIVER OR DRIVER APPLICANT, YOU HAVE AN OPPORTUNITY TO OPT OUT OF ARBITRATION WITH RESPECT TO CERTAIN CLAIMS AS PROVIDED IN SECTION 17.

By entering into this Agreement, and/or by using or accessing the Lyft Platform you expressly acknowledge that you understand this Agreement (including the dispute resolution and arbitration provisions in Section 17) and accept all of its terms. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE LYFT PLATFORM OR ANY OF THE SERVICES PROVIDED THROUGH THE LYFT PLATFORM.** If you use the Lyft Platform in another country, you agree to be subject to Lyft's terms of service for that country.

1. The Lyft Platform

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("Drivers"). Drivers and Riders are collectively referred to herein as "Users," and the driving services provided by Drivers to Riders shall be referred to herein as "Rideshare Services." As a User, you authorize Lyft to match you with a Driver or Rider based on factors such as your location, the estimated time to pickup, your destination, user preferences, and platform efficiency, and to cancel an existing match and rematch based on the same considerations. Any decision by a User to offer or accept Rideshare Services is a decision made in such User's sole discretion. Each Rideshare Service provided by a Driver to a Rider shall constitute a separate agreement between such persons.

In certain markets, Riders may have the option to rent bikes or scooters through the Lyft Platform to ride to their destination. In some markets these bikes and scooters are owned by Lyft. In other markets Lyft operates a bike-share or scooter-share program on behalf of third parties. In either case, your rental and use of bikes and scooters through the Lyft Platform is subject to additional agreements between you and Lyft and third parties as applicable to the particular market ("Supplemental Agreements"). Please review any applicable Supplemental Agreements carefully. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF A SUPPLEMENTAL AGREEMENT, YOU MAY NOT RENT OR USE THE BIKES OR SCOOTERS IN SUCH MARKET. In the event of any conflict between this Agreement and the terms and conditions of any Supplemental Agreement, the terms of this agreement shall control.

2. Modification to the Agreement

Lyft reserves the right to modify the terms and conditions of this Agreement, such modifications shall be binding on you only upon your acceptance of the modified Agreement. Lyft reserves the right to modify any information on pages referenced in the hyperlinks from this Agreement from time to time, and such modifications shall become effective upon posting. Continued use of the Lyft Platform or Rideshare Services after any such changes shall constitute your consent to such changes. Unless material changes are made to the arbitration provisions herein, you agree that modification of this Agreement does not create a renewed opportunity to opt out of arbitration (if applicable).

3. Eligibility

The Lyft Platform may only be used by individuals who have the right and authority to enter into this Agreement, are fully able and competent to satisfy the terms, conditions, and obligations herein. The Lyft Platform is not available to Users who have had their User account temporarily or permanently deactivated. You may not allow other persons to use your User account, and you agree that you are the sole authorized user of your account. To use the Lyft Platform, each User shall create a User

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By becoming a user, you represent and warrant that you are at least 16 years old. Notwithstanding the foregoing, if you are the parent or legal guardian of a 16 or 17-year old minor you may create a Lyft account for such minor to use the Lyft Platform subject to the following requirements and restrictions: (a) you ensure that the minor's use of the Lyft Platform is limited solely to accessing and using bike-share or scooter-share services where expressly permitted under the Supplemental Agreement applicable to such services, (b) you ensure that the minor's use of the Lyft Platform and applicable bike-share or scooter-share services is done in compliance and acknowledgement of all applicable safety instructions and warnings in this Agreement, any applicable Supplemental Agreements, and the Lyft App, (c) you ensure that the minor does not request or accept any Rideshare Services unless accompanied by you or an authorized guardian, and (d) you expressly guarantee the minor's acceptance of the terms of this Agreement. You will be responsible for any breach of the above representations, warranties and/or this Agreement, and/or any attempt of the minor to disaffirm this Agreement. Furthermore, you hereby represent that you are fully authorized to execute this Agreement on behalf of yourself and all other parents or legal guardians of the minor rider.

By creating a Lyft account for such minor, you hereby give permission and consent to the Agreement on the minor's behalf, and you shall assume any and all responsibility and liability for the minor's use of the Lyft Platform as provided by the terms of this Agreement and any applicable Supplemental Agreements. You will be responsible for any breach of the above representations, warranties and/or this Agreement, and/or any attempt of the minor to disaffirm this Agreement. Furthermore, you hereby represent that you are fully authorized to execute this Agreement on behalf of yourself and all other parents or legal guardians of the minor rider.

4. Charges

As a rider, you understand that request or use of Rideshare Services may result in charges to you ("Charges"). Charges related to bikes and scooters are addressed in the applicable Supplemental Agreement. Charges for Rideshare Services include Fares and other applicable fees, tolls, surcharges, and taxes as set forth on your market's Lyft Cities page (www.lyft.com/cities), plus any tips to the Driver that you elect to pay. Lyft has the authority and reserves the right to determine and modify pricing by posting applicable pricing terms to your market's Lyft Cities page or quoting you a price for a specific ride at the time you make a request. Pricing may vary based on the type of service you request (e.g., shared, economy, extra seats, luxury) as described on your market's Lyft Cities page. You are responsible for reviewing the applicable Lyft Cities page or price quote within the Lyft app and shall be responsible for all Charges incurred under your User account regardless of your awareness of such Charges or the amounts thereof.

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duration and distance of your ride. In particularly circumstances, minimum fares may apply. Please note that we use GPS data from your Driver's phone to calculate the distance traveled on your ride. We cannot guarantee the availability or accuracy of GPS data. If we lose signal we will calculate time and distance using available data from your ride.

- **Quoted Fares.** In some cases Lyft may quote you a Fare at the time of your request. The quote is subject to change until the ride request is confirmed. If during your ride you change your destination, make multiple stops, or attempt to abuse the Lyft Platform, we may cancel the fare quote and charge you a variable fare based on the time and distance of your ride. Lyft does not guarantee that the quoted fare price will be equal to a variable fare for the same ride. Quoted Fares may include the Fees and Other Charges below, as applicable.

Fees and Other Charges.

- **Service Fee.** You may be charged a "Service Fee" for each ride as set forth on the applicable Lyft Cities page.
- **Prime Time.** At times of high demand for Rideshare Services ("Prime Time") you acknowledge that Charges may increase substantially. For all rides with a variable fare, we will use reasonable efforts to inform you of any Prime Time multipliers in effect at the time of your request. For quoted fares we may factor in the Prime Time multiplier into the quoted price of the ride.
- **Cancellation Fee.** After requesting a ride you may cancel it through the app, but note that in certain cases a cancellation fee may apply. You may also be charged if you fail to show up after requesting a ride. Please check out our Help Center to learn more about [Lyft's cancellation policy](#), including applicable fees.
- **Damage Fee.** If a Driver reports that you have materially damaged the Driver's vehicle, you agree to pay a "Damage Fee" of up to \$250 depending on the extent of the damage (as determined by Lyft in its sole discretion), towards vehicle repair or cleaning. Lyft reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Fee.
- **Tolls.** In some instances tolls (or return tolls) may apply to your ride. Please see our Help Center and your market's Lyft Cities page for more [information about toll charges](#) and a list of applicable [tolls and return charges](#). We do not guarantee that the amount charged by Lyft will match the toll charged to the Driver, if any.
- **Other Charges.** Other fee and surcharges may apply to your ride, including: actual or anticipated airport fees, state or local fees, or event fees as determined by Lyft or its marketing partners. In addition, where required by law Lyft will collect applicable taxes. See your market's Lyft Cities page for details on other Charges that may apply to your ride.

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General.

- **Facilitation of Charges.** All Charges are facilitated through a third-party payment processor (e.g., First Data, Stripe, Inc., or Braintree, a division of PayPal, Inc.). Lyft may replace its third-party payment processor without notice to you. Charges shall only be made through the Lyft Platform. With the exception of tips, cash payments are strictly prohibited. Your payment of Charges to Lyft satisfies your payment obligation for your use of the Lyft Platform and Rideshare Services. Lyft may group multiple charges into a single aggregate transaction on your payment method based on the date(s) they were incurred. If you don't recognize a transaction, then check your ride receipts and payment history.
- **No Refunds.** All Charges are non-refundable. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the Lyft Platform, any disruption to the Lyft Platform or Rideshare Services, or any other reason whatsoever.
- **Coupons.** You may receive coupons that you can apply toward payment of certain Charges upon completion of a Ride. Coupons are only valid for use on the Lyft Platform, and are not transferable or redeemable for cash except as required by law. Coupons cannot be combined, and if the cost of your ride exceeds the applicable credit or discount value we will charge your payment method on file for the outstanding cost of the Ride. For quoted or variable fares, Lyft may deduct the amount attributable to the Service Fee, Tolls, or Other Charges before application of the coupon. Additional restrictions on coupons may apply as communicated to you in a relevant promotion or by clicking on the relevant coupon within the Promotions section of the Lyft App.
- **Credit Card Authorization.** Upon addition of a new payment method or each ride request, Lyft may seek authorization of your selected payment method to verify the payment method, ensure the ride cost will be covered, and protect against unauthorized behavior. The authorization is not a charge, however, it may reduce your available credit by the authorization amount until your bank's next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be subject to overdraft or NSF charges by the bank issuing your debit or prepaid card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank. Check out our Help Center to learn more about [our use of pre-authorization holds](#).

5. Payments

If you are a Driver, you will receive payment for your provision of Rideshare Services pursuant to the terms of the [Driver Addendum](#), which shall form part of this Agreement between you and Lyft.

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By entering into this Agreement or using the Lyft Platform, you agree to receive communications from us, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from Lyft, its affiliated companies and/or Drivers, may include but are not limited to: operational communications concerning your User account or use of the Lyft Platform or Rideshare Services, use of bikes and scooters through the Lyft Platform, updates concerning new and existing features on the Lyft Platform, communications concerning promotions run by us or our third-party partners, and news concerning Lyft and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send.

IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. IF YOU WISH TO OPT OUT OF PROMOTIONAL CALLS OR TEXTS, YOU MAY TEXT “END” TO 46080 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A CONDITION OF USING THE LYFT PLATFORM OR RELATED SERVICES. IF YOU WISH TO OPT OUT OF ALL TEXTS OR CALLS FROM LYFT (INCLUDING OPERATIONAL OR TRANSACTIONAL TEXTS OR CALLS), YOU CAN TEXT THE WORD “STOPALL” TO 46080 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES, HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL TEXTS MAY IMPACT YOUR USE OF THE LYFT PLATFORM OR RELATED SERVICES.

7. Your Information

Your Information is any information you provide, publish or post to or through the Lyft Platform (including any profile information you provide) or send to other Users (including via in-application feedback, any email feature, or through any Lyft-related Facebook, Twitter or other social media posting) (your “Information”). You consent to us using your Information to create a User account that will allow you to use the Lyft Platform and participate in the Rideshare Services. Our collection and use of personal information in connection with the Lyft Platform and Rideshare Services is as provided in Lyft’s Privacy Policy located at www.lyft.com/privacy. You are solely responsible for your Information and your interactions with other members of the public, and we act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete information and that we and other members of the public may rely on your Information as accurate, current and complete. To enable Lyft to use your Information for the purposes described in the Privacy Policy and this Agreement, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database rights you have in your

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subject to the rights granted to us in this Agreement, you retain full ownership of all of your Information and any intellectual property rights or other proprietary rights associated with your Information.

8. Promotions, Referrals, and Loyalty Programs

Lyft, at its sole discretion, may make available promotions, referral programs and loyalty programs with different features to any Users or prospective Users. These promotions and programs, unless made to you, shall have no bearing whatsoever on your Agreement or relationship with Lyft. Lyft reserves the right to withhold or deduct credits or benefits obtained through a promotion or program in the event that Lyft determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion or program terms or this Agreement. Lyft reserves the right to terminate, discontinue or cancel any promotions or programs at any time and in its sole discretion without notice to you.

Currently, Lyft's referral program ("Referral Program") provides you with incentives to refer your friends and family to become new Users of the Lyft Platform in your country (the "Referral Program"). Your participation in the Referral Program is subject to this Agreement and the additional [Referral Program rules](#).

9. Restricted Activities

With respect to your use of the Lyft Platform and your participation in the Rideshare Services, you agree that you will not:

- a. impersonate any person or entity;
- b. stalk, threaten, or otherwise harass any person, or carry any weapons;
- c. violate any law, statute, rule, permit, ordinance or regulation;
- d. interfere with or disrupt the Lyft Platform or the servers or networks connected to the Lyft Platform;
- e. post Information or interact on the Lyft Platform or Rideshare Services in a manner which is fraudulent, libelous, abusive, obscene, profane, sexually oriented, harassing, or illegal;
- f. use the Lyft Platform in any way that infringes any third party's rights, including: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;

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personal information;

- h. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Lyft Platform;
- i. “frame” or “mirror” any part of the Lyft Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose;
- j. modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Lyft Platform;
- k. rent, lease, lend, sell, redistribute, license or sublicense the Lyft Platform or access to any portion of the Lyft Platform;
- l. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Lyft Platform or its contents;
- n. link directly or indirectly to any other web sites;
- n. transfer or sell your User account, password and/or identification, or any other User's Information to any other party;
- o. discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation;
- p. violate any of the Referral Program rules if you participate in the Referral Program; or
- q. cause any third party to engage in the restricted activities above.

10. Driver Representations, Warranties and Agreements

By providing Rideshare Services as a Driver on the Lyft Platform, you represent, warrant, and agree that:

- a. You possess a valid driver's license and are authorized and medically fit to operate a motor vehicle and have all appropriate licenses, approvals and authority to provide transportation to Riders in all jurisdictions in which you provide Rideshare Services.
- b. You own, or have the legal right to operate, the vehicle you use when providing Rideshare Services; such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind; and any and all applicable safety recalls have been remedied per manufacturer instructions.
- c. You will not engage in reckless behavior while driving, drive unsafely, operate a vehicle that is unsafe to drive, permit an unauthorized third party to accompany you in the vehicle while providing



-
- d. You will only provide Rideshare Services using the vehicle that has been reported to, and approved by Lyft, and for which a photograph has been provided to Lyft, and you will not transport more passengers than can securely be seated in such vehicle (and no more than seven (7) passengers in any instance).
 - e. You will not, while providing the Rideshare Services, operate as a public or common carrier or taxi service, accept street hails, charge for rides (except as expressly provided in this Agreement), demand that a rider pay in cash, or use a credit card reader, such as a Square Reader, to accept payment or engage in any other activity in a manner that is inconsistent with your obligations under this Agreement.
 - f. You will not attempt to defraud Lyft or Riders on the Lyft Platform or in connection with your provision of Rideshare Services. If we suspect that you have engaged in fraudulent activity we may withhold applicable Fares or other payments for the ride(s) in question and take any other action against you available under the law.
 - g. You will not discriminate against Riders with disabilities and agree to review Lyft's [Anti-Discrimination Policies](#). You will make responsible accommodation as required by law and our [Service Animal Policy](#) and [Wheelchair Policy](#) for Riders who travel with their service animals or who use wheelchairs (or other mobility devices) that can be folded for safe and secure storage in the car's trunk or backseat.
 - h. You agree that we may obtain information about you, including your criminal and driving records, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of the Agreement.
 - i. You have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) that names or schedules you for the operation of the vehicle you use to provide Rideshare Services.
 - j. You will pay all applicable federal, state and local taxes based on your provision of Rideshare Services and any payments received by you.

11. Intellectual Property

All intellectual property rights in the Lyft Platform shall be owned by Lyft absolutely and in their entirety. These rights include database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Lyft Platform are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information ("Submissions") provided by you to us are non-confidential and shall become the sole property of Lyft. Lyft shall own exclusive rights, including all intellectual

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and other Lyft logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of Lyft in the United States and/or other countries (collectively, the "Lyft Marks"). If you provide Rideshare Services as a Driver, Lyft grants to you, during the term of this Agreement, and subject to your compliance with the terms and conditions of this Agreement, a limited, revocable, non-exclusive license to display and use the Lyft Marks solely on the Lyft stickers/decals, Lyft Amp, and any other Lyft-Branded items provided by Lyft directly to you in connection with providing the Rideshare Services ("License"). The License is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without Lyft's prior written permission, which it may withhold in its sole discretion. The Lyft logo (or any Lyft Marks) may not be used in any manner that is likely to cause confusion, including but not limited to: use of a Lyft Mark in a domain name or Lyft referral code, or use of a Lyft Mark as a social media handle or name, avatar, profile photo, icon, favicon, or banner. You may identify yourself as a Driver on the Lyft Platform, but may not misidentify yourself as Lyft, an employee of Lyft, or a representative of Lyft.

You acknowledge that Lyft is the owner and licensor of the Lyft Marks, including all goodwill associated therewith, and that your use of the Lyft logo (or any Lyft Marks) will confer no interest in or ownership of the Lyft Marks in you but rather inures to the benefit of Lyft. You agree to use the Lyft logo strictly in accordance with Lyft's Trademark Usage Guidelines, as may be provided to you and revised from time to time, and to immediately cease any use that Lyft determines to be nonconforming or otherwise unacceptable.

You agree that you will not: (1) create any materials that use the Lyft Marks or any derivatives of the Lyft Marks as a trademark, service mark, trade name or trade dress, other than as expressly approved by Lyft in writing; (2) use the Lyft Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the Lyft Marks other than in accordance with the terms, conditions and restrictions herein; (3) take any other action that would jeopardize or impair Lyft's rights as owner of the Lyft Marks or the legality and/or enforceability of the Lyft Marks, including, challenging or opposing Lyft's ownership in the Lyft Marks; (4) apply for trademark registration or renewal of trademark registration of any of the Lyft Marks, any derivative of the Lyft Marks, any combination of the Lyft Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the Lyft Marks; (5) use the Lyft Marks on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

You agree you will not rent, lease, lend, sell, or otherwise redistribute the Lyft driver amp, or manufacture, produce, print, sell, distribute, purchase, or display counterfeit/inauthentic Lyft driver amps or other Lyft Marks or (including but not limited to signage, stickers, apparel, or decals) from any source other than directly from Lyft.



create any materials (physical or digital) bearing the Lyft Marks (in violation of this Agreement or otherwise), you agree that upon their creation Lyft exclusively owns all right, title and interest in and to such materials, including any modifications to the Lyft Marks or derivative works based on the Lyft Marks or Lyft copyrights. You further agree to assign any interest or right you may have in such materials to Lyft, and to provide information and execute any documents as reasonably requested by Lyft to enable Lyft to formalize such assignment.

Lyft respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials on the Lyft Platform infringe upon your copyrights, please [view our Copyright Policy](#) for information on how to make a copyright complaint.

12. Disclaimers

The following disclaimers are made on behalf of Lyft, our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, and shareholders.

Lyft does not provide transportation services, and Lyft is not a transportation carrier. Lyft is not a common carrier or public carrier. It is up to the Driver to decide whether or not to offer a ride to a Rider contacted through the Lyft Platform, and it is up to the Rider to decide whether or not to accept a ride from any Driver contacted through the Lyft Platform. We cannot ensure that a Driver or Rider will complete an arranged transportation service. We have no control over the quality or safety of the transportation that occurs as a result of the Rideshare Services.

The Lyft Platform is provided on an “as is” basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the Lyft Platform and/or the Rideshare Services, including the ability to provide or receive Rideshare Services at any given location or time. To the fullest extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

We do not warrant that your use of the Lyft Platform or Rideshare Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error- free, or will meet your requirements, that any defects in the Lyft Platform will be corrected, or that the Lyft Platform is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the Lyft Platform or Rideshare Services.

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there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication or other use or access of the Lyft Platform by persons under the age of 18 in violation of this Agreement. We encourage you to communicate directly with each potential Driver or Rider prior to engaging in an arranged transportation service.

Lyft is not responsible for the conduct, whether online or offline, of any User of the Lyft Platform or Rideshare Services. You are solely responsible for your interactions with other Users. We do not procure insurance for, nor are we responsible for, personal belongings left in the car by Drivers or Riders. By using the Lyft Platform and participating in the Rideshare Services, you agree to accept such risks and agree that Lyft is not responsible for the acts or omissions of Users on the Lyft Platform or participating in the Rideshare Services.

You are responsible for the use of your User account and Lyft expressly disclaims any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security, you agree to notify us immediately.

It is possible for others to obtain information about you that you provide, publish or post to or through the Lyft Platform (including any profile information you provide), send to other Users, or share during the Rideshare Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on the Lyft Platform or through the Rideshare Services. Please carefully select the type of information that you post on the Lyft Platform or through the Rideshare Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users, or "hackers").

Opinions, advice, statements, offers, or other information or content concerning Lyft or made available through the Lyft Platform, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third parties, whether on the Lyft Platform or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on the Lyft Platform and remove any such material that in our sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

Location data provided by the Lyft Platform is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous,

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of your Information, including geolocational data, you upload, provide, or post on the Lyft Platform may be accessible to Lyft and certain Users of the Lyft Platform.

Lyft advises you to use the Lyft Platform with a data plan with unlimited or very high data usage limits, and Lyft shall not responsible or liable for any fees, costs, or overage charges associated with any data plan you use to access the Lyft Platform.

This paragraph applies to any version of the Lyft Platform that you acquire from the Apple App Store. This Agreement is entered into between you and Lyft. Apple, Inc. ("Apple") is not a party to this Agreement and shall have no obligations with respect to the Lyft Platform. Lyft, not Apple, is solely responsible for the Lyft Platform and the content thereof as set forth hereunder. However, Apple and Apple's subsidiaries are third party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof. This Agreement incorporates by reference [Apple's Licensed Application End User License Agreement](#), for purposes of which, you are "the end-user." In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement shall control.

As a Driver, you may be able to use "Lyft Nav built by Google" while providing Rideshare Services on the Platform. Riders and Drivers may also use Google Maps while using the App. In either case, you agree that Google may collect your location data when the Lyft App is running in order to provide and improve Google's services, that such data may also be shared with Lyft in order to improve its operations, and that Google's [terms](#) and [privacy policy](#) will apply to this usage.

13. State and Local Disclosures

Certain jurisdictions require additional disclosures to you. You can view any disclosures required by your local jurisdiction at www.lyft.com/terms/disclosures. We will update the disclosures page as jurisdictions add, remove or amend these required disclosures, so please check in regularly for updates.

14. Indemnity

You will defend, indemnify, and hold Lyft including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the Lyft Platform and participation in the Rideshare



materials that you submit to us or transmit through the Lyft Platform or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (4) your ownership, use or operation of a motor vehicle or passenger vehicle, including your provision of Rideshare Services as a Driver; and/or (5) any other activities in connection with the Rideshare Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

15. Limitation of Liability

IN NO EVENT WILL LYFT, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY “LYFT” FOR PURPOSES OF THIS SECTION), BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE LYFT PLATFORM, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE LYFT PLATFORM, THE RIDESHARE SERVICES, OR THIS AGREEMENT, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LYFT PLATFORM MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR OTHER SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT LYFT HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR OTHER SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

16. Term and Termination

This Agreement is effective upon your creation of a User account. This Agreement may be terminated: a) by User, without cause, upon seven (7) days' prior written notice to Lyft; or b) by either Party immediately, without notice, upon the other Party's material breach of this Agreement, including but not limited to any breach of Section 9 or breach of Section 10(a) through (i) of this Agreement. In addition, Lyft may terminate this Agreement or deactivate your User account immediately in the event: (1) you no longer qualify to provide Rideshare Services or to operate the approved vehicle



(1)-(3) above, you will be given notice of the potential or actual deactivation and an opportunity to attempt to cure the issue to Lyft's reasonable satisfaction prior to Lyft permanently terminating the Agreement. For all other breaches of this Agreement, you will be provided notice and an opportunity to cure the breach. If the breach is cured in a timely manner and to Lyft's satisfaction, this Agreement will not be permanently terminated. Sections 2, 6, 7 (with respect to the license), 11-12, 14-19, and 21 shall survive any termination or expiration of this Agreement.

17. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

(a) Agreement to Binding Arbitration Between You and Lyft.

YOU AND LYFT MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, as set forth below. This agreement to arbitrate ("Arbitration Agreement") is governed by the Federal Arbitration Act and survives after the Agreement terminates or your relationship with Lyft ends. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. Except as expressly provided below, this Arbitration Agreement applies to all Claims (defined below) between you and Lyft, including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders. This Arbitration Agreement also applies to claims between you and Lyft's service providers, including but not limited to background check providers and payment processors; and such service providers shall be considered intended third party beneficiaries of this Arbitration Agreement.

Except as expressly provided below, ALL DISPUTES AND CLAIMS BETWEEN US (EACH A "CLAIM" AND COLLECTIVELY, "CLAIMS") SHALL BE EXCLUSIVELY RESOLVED BY BINDING ARBITRATION SOLELY BETWEEN YOU AND LYFT. These Claims include, but are not limited to, any dispute, claim or controversy, whether based on past, present, or future events, arising out of or relating to: this Agreement and prior versions thereof (including the breach, termination, enforcement, interpretation or validity thereof), the Lyft Platform, the Rideshare Services, rental or use of bikes or scooters through the Lyft Platform, Lyft promotions, gift card, referrals or loyalty programs, any other goods or services made available through the Lyft Platform, your relationship with Lyft, the threatened or actual suspension, deactivation or termination of your User Account or this Agreement, background checks performed by or on Lyft's behalf, payments made by you or any payments made or allegedly owed to you, any promotions or offers made by Lyft, any city, county, state or federal wage-hour law, trade



protection laws; claims arising under antitrust laws, claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by Lyft and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), and state statutes, if any, addressing the same or similar subject matters, and all other federal and state statutory and common law claims. All disputes concerning the arbitrability of a Claim (including disputes about the scope, applicability, enforceability, revocability or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU AND LYFT ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT. This Arbitration Agreement is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes which by the terms of this Arbitration Agreement are expressly excluded from the requirement to arbitrate.

(b) Prohibition of Class Actions and Non-Individualized Relief.

YOU UNDERSTAND AND AGREE THAT YOU AND LYFT MAY EACH BRING CLAIMS IN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS ("CLASS ACTION WAIVER"). YOU UNDERSTAND AND AGREE THAT YOU AND LYFT BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING THE FOREGOING, THIS SUBSECTION (B) SHALL NOT APPLY TO REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT CLAIMS BROUGHT AGAINST LYFT, WHICH ARE ADDRESSED SEPARATELY IN SECTION 17(C).

The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims.

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (1) the dispute is filed as a class, collective, or representative action and (2) there is a



claims and/or remedies and may be brought in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims or remedies to the fullest extent possible.

(c) Representative PAGA Waiver.

Notwithstanding any other provision of this Agreement or the Arbitration Agreement, to the fullest extent permitted by law: (1) you and Lyft agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, including under the California PAGA, both you and Lyft agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, “representative PAGA Waiver”). Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from this Agreement; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Agreement or the requirement that any remaining Claims be arbitrated on an individual basis pursuant to the Arbitration Agreement; and (iii) any such representative PAGA or other representative private attorneys general act claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any Claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with respect to those Claims, the Parties agree that litigation of those Claims shall be stayed pending the outcome of any individual Claims in arbitration.

(d) Rules Governing the Arbitration.

Any arbitration conducted pursuant to this Arbitration Agreement shall be administered by the American Arbitration Association (“AAA”) pursuant to its [Consumer Arbitration Rules](#) that are in effect at the time the arbitration is initiated, as modified by the terms set forth in this Agreement. Copies of these rules can be obtained at the AAA’s website (www.adr.org) (the “AAA Rules”) or by calling the AAA at 1-800-778-7879. Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules, but in no event shall the arbitrator consolidate more than one person’s

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the party or the arbitrator, and you and Lyft will have the opportunity for reasonable discovery of non-privileged information that is relevant to the Claim. The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. The arbitrator will provide a reasoned written statement of the arbitrator's decision which shall explain the award given and the findings and conclusions on which the decision is based.

The arbitrator will decide the substance of all claims in accordance with applicable law, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Riders or Drivers, but is bound by rulings in prior arbitrations involving the same Rider or Driver to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided that any award may be challenged in a court of competent jurisdiction.

(e) Arbitration Fees and Awards.

The payment of filing and arbitration fees will be governed by the relevant AAA Rules subject to the following modifications:

1. If Lyft initiates arbitration under this Arbitration Agreement, Lyft will pay all AAA filing and arbitration fees.
2. With respect to any Claims brought by Lyft against a Driver, or for Claims brought by a Driver against Lyft that: (A) are based on an alleged employment relationship between Lyft and a Driver; (B) arise out of, or relate to, Lyft's actual deactivation of a Driver's User account or a threat by Lyft to deactivate a Driver's User account; (C) arise out of, or relate to, Lyft's actual termination of a Driver's Agreement with Lyft under the termination provisions of this Agreement, or a threat by Lyft to terminate a Driver's Agreement; (D) arise out of, or relate to, Fares (as defined in this Agreement, including Lyft's commission or fees on the Fares), tips, or average hourly guarantees owed by Lyft to Drivers for Rideshare Services, other than disputes relating to referral bonuses, other Lyft promotions, or consumer-type disputes, or (E) arise out of or relate to background checks performed in connection with a user seeking to become a Driver (the subset of Claims in subsections (A)-(E) shall be collectively referred to as "Driver Claims"), Lyft shall pay all costs unique to arbitration (as compared to the costs of adjudicating the same claims before a court), including the regular and customary arbitration fees and expenses (to the extent not paid by Lyft pursuant to the fee provisions above). However, if you are the party initiating the Driver Claim, you shall be responsible for contributing up to an amount equal to the filing fee that would be paid to initiate the claim in the court of general jurisdiction in the state in which you provide Rideshare Services to



to include both Drivers and Driver applicants who have not been approved to drive.

3. Except as provided in Federal Rule of Civil Procedure 68 or any state equivalents, each party shall pay its own attorneys' fees and pay any costs that are not unique to the arbitration (i.e., costs that each party would incur if the claim(s) were litigated in a court such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.).
4. At the end of any arbitration, the arbitrator may award reasonable fees and costs or any portion thereof to you if you prevail, to the extent authorized by applicable law.
5. Although under some laws Lyft may have a right to an award of attorneys' fees and non-filing fee expenses if it prevails in an arbitration, Lyft agrees that it will not seek such an award unless you are represented by an attorney or the arbitrator has determined that the claim is frivolous or brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)).
6. If the arbitrator issues you an award that is greater than the value of Lyft's last written settlement offer made after you participated in good faith in the optional Negotiation process described in subsection (k) below, then Lyft will pay you the amount of the award or U.S. \$1,000, whichever is greater.

(f) Location and Manner of Arbitration.

Unless you and Lyft agree otherwise, any arbitration hearings between Lyft and a Rider will take place in the county of your billing address, and any arbitration hearings between Lyft and a Driver will take place in the county in which the Driver provides Rideshare Services. If AAA arbitration is unavailable in your county, the arbitration hearings will take place in the nearest available location for a AAA arbitration. Your right to a hearing will be determined by the AAA Rules.

(g) Exceptions to Arbitration.

This Arbitration Agreement shall not require arbitration of the following types of claims: (1) small claims actions brought on an individual basis that are within the scope of such small claims court's jurisdiction; (2) a representative action brought on behalf of others under PAGA or other private attorneys general acts, to the extent the representative PAGA Waiver in Section 17(c) of such action is deemed unenforceable by a court of competent jurisdiction under applicable law not preempted by the FAA; (3) claims for workers' compensation, state disability insurance and unemployment insurance benefits; (4) claims that may not be subject to arbitration as a matter of generally applicable law not preempted by the FAA; and (5) individual claims of sexual assault or sexual harassment in connection with the use of the Lyft Platform or Rideshare Services. Where these claims are brought in a court of competent jurisdiction, Lyft will not require arbitration of those claims. Lyft's agreement not to require arbitration of these claims does not waive the enforceability of any other provision of this



Nothing in this Arbitration Agreement prevents you from making a report or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board ("NLRB"), or Office of Federal Contract Compliance Programs, or similar local, state or federal agency, and nothing in this Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration. However, should you bring an administrative claim, you may only seek or recover money damages of any type pursuant to this Arbitration Provision, and you knowingly and voluntarily waive the right to seek or recover money damages of any type pursuant to any administrative complaint, except for a complaint issued by the NLRB. Should you participate in an NLRB proceeding, you may only recover money damages if such recovery does not arise from or relate to a claim previously adjudicated under this Arbitration Provision or settled by you. Similarly, you may not recover money damages under this Arbitration Provision if you have already adjudicated such claim with the NLRB. Nothing in this Agreement or Arbitration Agreement prevents your participation in an investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision.

(h) Severability.

In addition to the severability provisions in subsections (b) and (c) above, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable under applicable law not preempted by the FAA, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

(i) Driver Claims in Pending Settlement.

If you are a member of a putative class in a lawsuit against Lyft involving Driver Claims and a Motion for Preliminary Approval of a Settlement has been filed with the court in that lawsuit prior to this Agreement's effective date (a "Pending Settlement Action"), then this Arbitration Agreement shall not apply to your Driver Claims in that particular class action. Instead, your Driver Claims in that Pending Settlement Action shall continue to be governed by the arbitration provisions contained in the applicable Agreement that you accepted prior to this Agreement's effective date.

(j) Opting Out of Arbitration for Driver Claims That Are Not In a Pending Settlement Action.

As a Driver or Driver applicant, you may opt out of the requirement to arbitrate Driver Claims defined in Section 17(e)(3) (except as limited by Section 17(i) above) pursuant to the terms of this subsection if you have not previously agreed to an arbitration provision in Lyft's Terms of Service where you had the opportunity to opt out of the requirement to arbitrate. If you have previously agreed to such an



previously agreed to such an arbitration provision and do not wish to be subject to this Arbitration Agreement with respect to Driver Claims, you may opt out of arbitration with respect to such Driver Claims, other than those in a Pending Settlement Action, by notifying Lyft in writing of your desire to opt out of arbitration for such Driver Claims, which writing must be dated, signed and delivered by electronic mail to arbitrationoptout@lyft.com.

In order to be effective, (A) the writing must clearly indicate your intent to opt out of this Arbitration Agreement with respect to Driver Claims that are not part of a Pending Settlement Action, (B) the writing must include the name, phone number, and email address associated with your User Account, and (C) the email containing the signed writing must be sent within 30 days of the date this Agreement is executed by you. Should you not opt out within the 30-day period, you and Lyft shall be bound by the terms of this Arbitration Agreement in full (including with respect to Driver Claims that are not part of a Pending Settlement Action). As provided in paragraph 17(i) above, any opt out that you submit shall not apply to any Driver Claims that are part of a Pending Settlement Action and your Driver Claims in any such Pending Settlement Action shall continue to be governed by the arbitration provisions that are contained in the applicable Lyft Terms of Use that you agreed to prior to the effective date of this Agreement.

Cases have been filed against Lyft and may be filed in the future involving Driver Claims. You should assume that there are now, and may be in the future, lawsuits against Lyft alleging class, collective, and/or representative Driver Claims in which the plaintiffs seek to act on your behalf, and which, if successful, could result in some monetary recovery to you. But if you do agree to arbitration of Driver Claims with Lyft under this Arbitration Agreement, you are agreeing in advance that you will bring all such claims, and seek all monetary and other relief, against Lyft in an individual arbitration, except for the Driver Claims that are part of a Pending Settlement Action. You are also agreeing in advance that you will not participate in, or seek to recover monetary or other relief, for such claims in any court action or class, collective, and/or representative action. You have the right to consult with counsel of your choice concerning this Arbitration Agreement and you will not be subject to retaliation if you exercise your right to assert claims or opt- out of any Driver Claims under this Arbitration Agreement.

(k) Optional Pre-Arbitration Negotiation Process.

Before initiating any arbitration or proceeding, you and Lyft may agree to first attempt to negotiate any dispute, claim or controversy between the parties informally for 30 days, unless this time period is mutually extended by you and Lyft. A party who intends to seek negotiation under this subsection must first send to the other a written notice of the dispute ("Notice"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, and attorneys are confidential, privileged and



negotiation.

18. Confidentiality

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to Lyft's business, operations and properties, information about a User made available to you in connection with such User's use of the Platform, which may include the User's name, pick-up location, contact information and photo ("Confidential Information") disclosed to you by Lyft for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties, and you agree not to store separate and outside of the Lyft Platform any User Information obtained from the Lyft Platform. As a Driver, you understand that some of Rider Information you receive may be protected by federal and/or state confidentiality laws, such as the Health Information Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy and security of protected (patient) health information. In the event that you know a Rider, you should not disclose to anyone the identity of the Rider or the location that you picked up, or dropped of the Rider as this could violate HIPAA. You understand that any violation of the Agreement's confidentiality provisions may violate HIPAA or state confidentiality laws and could result in civil or criminal penalties against you. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Lyft in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to Lyft with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by Lyft or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of Lyft; becomes known to you, without restriction, from a source other than Lyft without breach of this Agreement by you and otherwise not in violation of Lyft's rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that You shall provide prompt notice of such court order or requirement to Lyft to enable Lyft to seek a protective order or otherwise prevent or restrict such disclosure.

19. Relationship with Lyft

As a Driver on the Lyft Platform, you acknowledge and agree that you and Lyft are in a direct business relationship, and the relationship between the parties under this Agreement is solely that of independent contracting parties. You and Lyft expressly agree that (1) this is not an employment agreement and does not create an employment relationship between you and Lyft; and (2) no joint



Lyft does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of Rideshare Services, your acts or omissions, or your operation and maintenance of your vehicle. You retain the sole right to determine when, where, and for how long you will utilize the Lyft Platform. You retain the option to accept or to decline or ignore a Rider's request for Rideshare Services via the Lyft Platform, or to cancel an accepted request for Rideshare Services via the Lyft Platform, subject to Lyft's then-current cancellation policies. With the exception of any signage required by law or permit/license rules or requirements, Lyft shall have no right to require you to: (a) display Lyft's names, logos or colors on your vehicle(s); or (b) wear a uniform or any other clothing displaying Lyft's names, logos or colors. You acknowledge and agree that you have complete discretion to provide Rideshare Services or otherwise engage in other business or employment activities.

20. Other Services

In addition to connecting Riders with Drivers, the Lyft Platform may enable Users to provide or receive services from other third parties. For example, Users may be able to use the Lyft Platform to plan and reserve rides on public transportation, take a ride in an autonomous vehicle provided by a third party, rent vehicles, or obtain financial services provided by third parties (collectively, the "Other Services"). You understand and that the Other Services are subject to the terms and pricing of the third-party provider. If you choose to purchase Other Services through the Lyft Platform, you authorize Lyft to charge your payment method on file according to the pricing terms set by the third-party provider. You agree that Lyft is not responsible and may not be held liable for the Other Services or the actions or omissions of the third-party provider. Such Other Services may not be investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Other Services accessed through the Lyft Platform.

21. General

Except as provided in Section 17, this Agreement shall be governed by the laws of the State of California without regard to choice of law principles. This choice of law provision is only intended to specify the use of California law to interpret this Agreement and is not intended to create any other substantive right to non-Californians to assert claims under California law whether by statute, common law, or otherwise. If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions of this Agreement. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that



Except as explicitly stated otherwise, any notices to Lyft shall be given by certified mail, postage prepaid and return receipt requested to Lyft, Inc., 548 Market Street, #68514 San Francisco, CA 94104. Any notices to you shall be provided to you through the Lyft Platform or given to you via the email address or physical you provide to Lyft during the registration process. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. The words “include”, “includes” and “including” are deemed to be followed by the words “without limitation”. A party’s failure to act with respect to a breach by the other party does not constitute a waiver of the party’s right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between you and Lyft with respect to the subject matter hereof and supersedes all previous understandings and agreements between the parties, whether oral or written.

If you have any questions regarding the Lyft Platform or Rideshare Services, please contact us through our [Help Center](#).

Lyft Privacy Policy

Last Updated: September 14, 2020

At Lyft our mission is to improve people’s lives with the world’s best transportation, providing a platform to help you get from point A to point B. To do that, we need to collect, use, and share some of your personal information. This Privacy Policy is meant to help you understand how Lyft does that and how to exercise the choices and rights you have in your information.

Lyft’s [privacy homepage](#) provides additional information about our commitment to respecting your personal information, including ways for you to access and delete that information.

1. The Scope of This Policy



[Service.](#)

2. The Information We Collect

When you use the Lyft Platform, we collect the information you provide, usage information, and information about your device. We also collect information about you from other sources like third party services, and optional programs in which you participate, which we may combine with other information we have about you. Here are the types of information we collect about you:

A. Information You Provide to Us

Account Registration. When you create an account with Lyft, we collect the information you provide us, such as your name, email address, phone number, birth date, and payment information. You may choose to share additional info with us for your Rider profile, like your photo or saved addresses (e.g., home or work), and set up other preferences (such as your preferred pronouns).

Driver Information. If you apply to be a Driver, we will collect the information you provide in your application, including your name, email address, phone number, birth date, profile photo, physical address, government identification number (such as social security number), driver's license information, vehicle information, and car insurance information. We collect the payment information you provide us, including your bank routing numbers, and tax information. Depending on where you want to drive, we may also ask for additional business license or permit information. We may need additional information from you at some point after you become a Driver, including information to confirm your identity (like a photo).

Ratings and Feedback. When you rate and provide feedback about Riders or Drivers, we collect all of the information you provide in your feedback.

Communications. When you contact us or we contact you, we collect any information that you provide, including the contents of the messages or attachments you send us.

B. Information We Collect When You Use the Lyft Platform

Location Information. Great rides start with an easy and accurate pickup. The Lyft Platform collects location information (including GPS and WiFi data) differently depending on your Lyft app settings

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while the app is running in the background, even when the time you request a ride ends. Lyft also tracks the precise location of scooters and e-bikes at all times.

- **Drivers:** We collect your device's precise location when you open and use the app, including while the app is running in the background when it is in driver mode. We also collect precise location for a limited time after you exit driver mode in order to detect ride incidents, and continue collecting it until a reported or detected incident is no longer active.

Usage Information. We collect information about your use of the Lyft Platform, including ride information like the date, time, destination, distance, route, payment, and whether you used a promotional or referral code. We also collect information about your interactions with the Lyft Platform like our apps and websites, including the pages and content you view and the dates and times of your use.

Device Information. We collect information about the devices you use to access the Lyft Platform, including device model, IP address, type of browser, version of operating system, identity of carrier and manufacturer, radio type (such as 4G), preferences and settings (such as preferred language), application installations, device identifiers, advertising identifiers, and push notification tokens. If you are a Driver, we also collect mobile sensor data from your device (such as speed, direction, height, acceleration, deceleration, and other technical data).

Communications Between Riders and Drivers. We work with a third party to facilitate phone calls and text messages between Riders and Drivers without sharing either party's actual phone number with the other. But while we use a third party to provide the communication service, we collect information about these communications, including the participants' phone numbers, the date and time, and the contents of SMS messages. For security purposes, we may also monitor or record the contents of phone calls made through the Lyft Platform, but we will always let you know we are about to do so before the call begins.

Address Book Contacts. You may set your device permissions to grant Lyft access to your contact lists and direct Lyft to access your contact list, for example to help you refer friends to Lyft. If you do this, we will access and store the names and contact information of the people in your address book.

Cookies, Analytics, and Third Party Technologies. We collect information through the use of "cookies", tracking pixels, data analytics tools like [Google Analytics](#), SDKs, and other third party technologies to understand how you navigate through the Lyft Platform and interact with Lyft advertisements, to make your Lyft experience safer, to learn what content is popular, to improve your site experience, to serve you better ads on other sites, and to save your preferences. Cookies are small text files that web servers place on your device; they are designed to store basic information and to help websites and apps recognize your browser. We may use both session cookies and



choose not to accept cookies from us, you may miss out on certain features of the Lyft Platform.

C. Information We Collect from Third Parties

Third Party Services. Third party services provide us with information needed for core aspects of the Lyft Platform, as well as for additional services, programs, loyalty benefits, and promotions that can enhance your Lyft experience. These third party services include background check providers, insurance partners, financial service providers, marketing providers, and other businesses. We obtain the following information about you from these third party services:

- Information to make the Lyft Platform safer, like background check information for drivers;
- Information about your participation in third party programs that provide things like insurance coverage and financial instruments, such as insurance, payment, transaction, and fraud detection information;
- Information to operationalize loyalty and promotional programs, such as information about your use of such programs; and
- Information about you provided by specific services, such as demographic and market segment information.

Enterprise Programs. If you use Lyft through your employer or other organization that participates in one of our Lyft Business enterprise programs, we will collect information about you from those parties, such as your name and contact information.

Concierge Service. Sometimes another business or entity may order you a Lyft ride. If an organization has ordered a ride for you using our Concierge service, they will provide us your contact information and the pickup and drop-off location of your ride.

Referral Programs. Friends help friends use the Lyft Platform. If someone refers you to Lyft, we will collect information about you from that referral including your name and contact information.

Other Users and Sources. Other users or public or third-party sources such as law enforcement, insurers, media, or pedestrians may provide us information about you, for example as part of an investigation into an incident or to provide you support.

3. How We Use Your Information

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maintain the security and safety of the Lyft Platform and its users;

- Build and maintain the Lyft community;
- Provide customer support;
- Improve the Lyft Platform; and
- Respond to legal proceedings and obligations.

Providing the Lyft Platform. We use your personal information to provide an intuitive, useful, efficient, and worthwhile experience on our platform. To do this, we use your personal information to:

- Verify your identity and maintain your account, settings, and preferences;
- Connect you to your rides and track their progress;
- Calculate prices and process payments;
- Allow Riders and Drivers to connect regarding their ride and to choose to share their location with others;
- Communicate with you about your rides and experience;
- Collect feedback regarding your experience;
- Facilitate additional services and programs with third parties; and
- Operate contests, sweepstakes, and other promotions.

Maintaining the Security and Safety of the Lyft Platform and its Users. Providing you a secure and safe experience drives our platform, both on the road and on our apps. To do this, we use your personal information to:

- Authenticate users;
- Verify that Drivers and their vehicles meet safety requirements;
- Investigate and resolve incidents, accidents, and insurance claims;
- Encourage safe driving behavior and avoid unsafe activities;
- Find and prevent fraud; and
- Block and remove unsafe or fraudulent users from the Lyft Platform.

Building and Maintaining the Lyft Community. Lyft works to be a positive part of the community. We use your personal information to:

- Communicate with you about events, promotions, elections, and campaigns;
- Personalize and provide content, experiences, communications, and advertising to promote and grow the Lyft Platform; and
- Help facilitate donations you choose to make through the Lyft Platform.

Providing Customer Support. We work hard to provide the best experience possible, including supporting you when you need it. To do this, we use your personal information to:



Improving the Lyft Platform. We are always working to improve your experience and provide you with new and helpful features. To do this, we use your personal information to:

- Perform research, testing, and analysis;
- Develop new products, features, partnerships, and services;
- Prevent, find, and resolve software or hardware bugs and issues; and
- Monitor and improve our operations and processes, including security practices, algorithms, and other modeling.

Responding to Legal Proceedings and Requirements. Sometimes the law, government entities, or other regulatory bodies impose demands and obligations on us with respect to the services we seek to provide. In such a circumstance, we may use your personal information to respond to those demands or obligations.

4. How We Share Your Information

We do not sell your personal information. To make the Lyft Platform work, we may need to share your personal information with other users, third parties, and service providers. This section explains when and why we share your information.

A. Sharing Between Lyft Users

Riders and Drivers.

Rider information shared with Driver: Upon receiving a ride request, we share with the Driver the Rider's pickup location, name, profile photo, rating, Rider statistics (like approximate number of rides and years as a Rider), and information the Rider includes in their Rider profile (like preferred pronouns). Upon pickup and during the ride, we share with the Driver the Rider's destination and any additional stops the Rider inputs into the Lyft app. Once the ride is finished, we also eventually share the Rider's rating and feedback with the Driver. (We remove the Rider's identity associated with ratings and feedback when we share it with Drivers, but a Driver may be able to identify the Rider that provided the rating or feedback.)

Driver information shared with Rider: Upon a Driver accepting a requested ride, we will share with the Rider the Driver's name, profile photo, preferred pronouns, rating, real-time location, and the vehicle make, model, color, and license plate, as well as other information in the Driver's Lyft profile,

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For example, help riders and drivers communicate with one another to arrange a pickup, we do not share your actual phone number or other contact information with other users. If you report a lost or found item to us, we will seek to connect you with the relevant Rider or Driver, including sharing actual contact information with your consent.

Shared Ride Riders. When Riders use a Lyft Shared ride, we share each Rider's name and profile picture to ensure safety. Riders may also see each other's pickup and drop-off locations as part of knowing the route while sharing the ride.

Rides Requested or Paid For by Others. Some rides you take may be requested or paid for by others. If you take one of those rides using your Lyft Business Profile account, a code or coupon, a corporate credit card linked to another account, or another user otherwise requests a ride for you, we may share some or all of your ride details with that other party, including the date, time, charge, rating given, region of trip, and pick up and drop off location of your ride.

Referral Programs. If you refer someone to the Lyft Platform, we will let them know that you generated the referral. If another user referred you, we may share information about your use of the Lyft Platform with that user. For example, a referral source may receive a bonus when you join the Lyft Platform or complete a certain number of rides and would receive such information.

B. Sharing With Third-Party Service Providers for Business Purposes

Depending on whether you're a Rider or a Driver, Lyft may share the following categories of your personal information for a business purpose (as we have done for the preceding 12 months) to provide you with a variety of the Lyft Platform's features and services:

- Personal identifiers, such as your name, address, email address, date of birth, government identification number (such as social security number), driver's license information, vehicle information, and car insurance information;
- Financial information, such as bank routing numbers, tax information, and any other payment information you provide us;
- Commercial information, such as ride information, Driver/Rider statistics and feedback, and Driver/Rider transaction history;
- Internet or other electronic network activity information, such as your IP address, type of browser, version of operating system, carrier and/or manufacturer, device identifiers, and mobile advertising identifiers; and
- Location data.



Maintaining and securing your Lyft account;

- Processing or fulfilling rides;
- Providing you customer service;
- Processing Rider transactions;
- Processing Driver applications and payments;
- Verifying the identity of users;
- Detecting and preventing fraud;
- Processing insurance claims;
- Providing Driver loyalty and promotional programs;
- Providing marketing and advertising services to Lyft;
- Providing financing;
- Providing requested emergency services;
- Providing analytics services to Lyft; and
- Undertaking internal research to develop the Lyft Platform.

C. For Legal Reasons and to Protect the Lyft Platform

We may share your personal information in response to a legal obligation, or if we have determined that sharing your personal information is reasonably necessary or appropriate to:

- Comply with any applicable federal, state, or local law or regulation, civil, criminal or regulatory inquiry, investigation or legal process, or enforceable governmental request;
- Respond to legal process (such as a search warrant, subpoena, summons, or court order);
- Enforce our Terms of Service;
- Cooperate with law enforcement agencies concerning conduct or activity that we reasonably and in good faith believe may violate federal, state, or local law; or
- Exercise or defend legal claims, protect against harm to our rights, property, interests, or safety or the rights, property, interests, or safety of you, third-parties, or the public as required or permitted by law.

D. In Connection with Sale or Merger

We may share your personal information while negotiating or in relation to a change of corporate control such as a restructuring, merger, or sale of our assets.



with your permission or upon your direction, we may disclose your personal information to interact with a third party or for other purposes.

5. How We Store and Protect Your Information

We retain your information for as long as necessary to provide you and our other users the Lyft Platform. This means we keep your profile information for as long as you maintain an account. We retain transactional information such as rides and payments for at least seven years to ensure we can perform legitimate business functions, such as accounting for tax obligations. If you request account deletion, we will delete your information as set forth in the “Deleting Your Account” section below.

We take reasonable and appropriate measures designed to protect your personal information. But no security measures can be 100% effective, and we cannot guarantee the security of your information, including against unauthorized intrusions or acts by third parties.

6. Your Rights And Choices Regarding Your Data

As explained more below and on our [privacy homepage](#), Lyft provides ways for you to access and delete your personal information as well as exercise other data rights that give you certain control over your personal information.

A. All Users

Email Subscriptions. You can always unsubscribe from our commercial or promotional emails by clicking unsubscribe in those messages. We will still send you transactional and relational emails about your use of the Lyft Platform.

Text Messages. You can opt out of receiving commercial or promotional text messages by texting the word END to 46080 from the mobile device receiving the messages. You may also opt out of receiving all texts from Lyft (including transactional or relational messages) by texting the word STOPALL to 46080 from the mobile device receiving the messages. Note that opting out of receiving all texts may impact your use of the Lyft Platform. Drivers can also opt out of driver-specific messages



Push notifications can be opted out of receiving push notifications through your device settings.

Please note that opting out of receiving push notifications may impact your use of the Lyft Platform (such as receiving a notification that your ride has arrived).

Profile Information. You can review and edit certain account information you have chosen to add to your profile by logging in to your account settings and profile.

Location Information. You can prevent your device from sharing location information through your device's system settings. But if you do, this may impact Lyft's ability to provide you our full range of features and services.

Cookie Tracking. You can modify your cookie settings on your browser, but if you delete or choose not to accept our cookies, you may be missing out on certain features of the Lyft Platform.

Do Not Track. Your browser may offer you a "Do Not Track" option, which allows you to signal to operators of websites and web applications and services that you do not want them to track your online activities. The Lyft Platform does not currently support Do Not Track requests at this time.

Deleting Your Account. If you would like to delete your Lyft account, please visit our [privacy homepage](#). In some cases, we will be unable to delete your account, such as if there is an issue with your account related to trust, safety, or fraud. When we delete your account, we may retain certain information for legitimate business purposes or to comply with legal or regulatory obligations. For example, we may retain your information to resolve open insurance claims, or we may be obligated to retain your information as part of an open legal claim. When we retain such data, we do so in ways designed to prevent its use for other purposes.

B. California Residents

The California Consumer Privacy Act provides some California residents with the additional rights listed below. To exercise these rights see the "Exercising Your California Privacy Rights" section or visit our [privacy homepage](#).

Right to Know. You have the right to know and see what data we have collected about you over the past 12 months, including:

- The categories of personal information we have collected about you;
- The categories of sources from which the personal information is collected;
- The business or commercial purpose for collecting your personal information;
- The categories of third parties with whom we have shared your personal information; and
- The specific pieces of personal information we have collected about you.



third party to do any of the following:

- Complete your transaction;
- Provide you a good or service;
- Perform a contract between us and you;
- Protect your security and prosecute those responsible for breaching it;
- Fix our system in the case of a bug;
- Protect the free speech rights of you or other users;
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et seq.);
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interests that adheres to all other applicable ethics and privacy laws;
- Comply with a legal obligation; or
- Make other internal and lawful uses of the information that are compatible with the context in which you provided it.

Other Rights. You can request certain information about our disclosure of personal information to third parties for their own direct marketing purposes during the preceding calendar year. This request is free and may be made once a year. You also have the right not to be discriminated against for exercising any of the rights listed above.

Exercising Your California Privacy Rights. To request access to or deletion of your personal information, or to exercise any other data rights under California law, please contact us using one of the following methods:

Website: You may visit our [privacy homepage](#) to authenticate and exercise rights via our website.

Email Webform: You may [write to us](#) to exercise rights. Please include your full name, email address, and phone number associated with your use of the Lyft Platform, along with why you are writing, so that we can process your request in an efficient manner.

To respond to some rights we will need to verify your request either by asking you to log in and authenticate your account or otherwise verify your identity by providing information about yourself or your account. Authorized agents can make a request on your behalf if you have given them legal power of attorney or you provide signed permission, verification of your identity, and confirmation that you provided the agent permission to submit the request.

Response Timing and Format. We aim to respond to a consumer request for access or deletion within 45 days of receiving that request. If we require more time, we will inform you of the reason and extension period in writing.



Lyft is not directed to children, and we don't knowingly collect personal information from children under the age of 13. If we find out that a child under 13 has given us personal information, we will take steps to delete that information. If you believe that a child under the age of 13 has given us personal information, please contact us at our [Help Center](#).

8. Links to Third Party Websites

The Lyft Platform may contain links to third-party websites. Those websites may have privacy policies that differ from ours. We are not responsible for those websites, and we recommend that you review their policies. Please contact those websites directly if you have any questions about their privacy policies.

9. Changes to This Privacy Policy

We may update this policy from time to time as the Lyft Platform changes and privacy law evolves. If we update it, we will do so online, and if we make material changes, we will let you know through the Lyft Platform or by some other method of communication like email. When you use Lyft, you are agreeing to the most recent terms of this policy.

10. Contact Us

If you have any questions or concerns about your privacy or anything in this policy, including if you need to access this policy in an alternative format, we encourage you to [contact us](#).

DRIVER



RIDER



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Lyft driver app

Lyft rider app

Ride on web



[Terms](#)

[Privacy](#)

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Download the app



Lyft Terms of Service

Last Updated: February 6, 2018

These terms of service constitute a legally binding agreement (the "Agreement") between you and Lyft, Inc. ("Lyft," "we," "us" or "our") governing your use of the Lyft application, website, and technology platform (collectively, the "Lyft Platform").

PLEASE BE ADVISED: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS YOU AND LYFT HAVE AGAINST EACH OTHER CAN BE BROUGHT ([SEE SECTION 17 BELOW](#)). THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST LYFT TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. AS A DRIVER OR DRIVER APPLICANT, YOU HAVE AN OPPORTUNITY TO OPT OUT OF ARBITRATION WITH RESPECT TO CERTAIN CLAIMS AS PROVIDED IN SECTION 17.

By entering into to this Agreement, and/or by using or accessing the Lyft platform you expressly acknowledge that you understand this Agreement (including the dispute resolution and arbitration provisions in Section 17) and accept all of its terms. **IF YOU DO NOT AGREE TO BE**

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BOUND BY THE TERMS AND CONDITIONS OF THIS**AGREEMENT, YOU MAY NOT USE OR ACCESS THE LYFT****PLATFORM.** If you use the services of Lyft or its affiliates in another country, by using the Lyft Platform in that country you agree to be subject to Lyft's terms of service for that country.

1. The Lyft Platform

The Lyft Platform provides a marketplace where persons who seek transportation to certain destinations ("Riders") can be matched with persons driving to or through those destinations ("Drivers"). Drivers and Riders are collectively referred to herein as "Users," and each User shall create a User account that enables access to the Lyft Platform. Each person may only create one User account, and Lyft reserves the right to shut down any additional accounts. As a User, you authorize Lyft to match you with a Driver or Rider based on factors such as your location, the estimated time to pickup, your destination, user preferences, and platform efficiency, and to cancel an existing match and rematch based on the same considerations. For purposes of this Agreement, the driving services provided by Drivers to Riders that are matched through the Platform shall be referred to collectively as the "Services". Any decision by a User to offer or accept Services is a decision made in such User's sole discretion. Each transportation Service provided by a Driver to a Rider shall constitute a separate agreement between such persons.

2. Modification to the Agreement

In the event Lyft modifies the terms and conditions of this Agreement, such modifications shall be binding on you only upon your acceptance of the modified Agreement. Lyft reserves the right to modify any information referenced in the hyperlinks from this Agreement from time to time, and such modifications shall become effective upon posting. Continued use of the Lyft Platform or Services after any such changes

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shall constitute your consent to such changes. Unless material changes are made to the arbitration provisions herein, you agree that modification of this Agreement does not create a renewed opportunity to opt out of arbitration (if applicable).

3. Eligibility

The Lyft Platform may only be used by individuals who can form legally binding contracts under applicable law. The Lyft Platform is not available to children (persons under the age of 18) or Users who have had their User account temporarily or permanently deactivated. By becoming a User, you represent and warrant that you are at least 18 years old and that you have the right, authority and capacity to enter into and abide by the terms and conditions of this Agreement. You may not allow other persons to use your User account, and you agree that you are the sole authorized user of your account.

4. Charges

As a Rider, you understand that request or use of the Services may result in charges to you ("Charges"). Charges include Fares and other applicable fees, tolls, surcharges, and taxes as set forth on your market's Lyft Cities page (www.lyft.com/cities), plus any tips to the Driver that you elect to pay. Lyft has the authority and reserves the right to determine and modify pricing by posting applicable pricing terms to your market's Lyft Cities page or quoting you a price for a specific ride at the time you make a request. Pricing may vary based on the type of service you request (e.g., Lyft Plus, Lyft SUV) as described on your market's Lyft Cities page. You are responsible for reviewing the applicable Lyft Cities page or price quote within the Lyft app and shall be responsible for all Charges incurred under your User account regardless of your awareness of such Charges or the amounts thereof.

Fares. There are two types of fares, variable and quoted.

- **Variable Fares.** Variable fares consist of a base charge and incremental charges based on the duration and distance of your ride. For particularly short rides, minimum fares may apply. Please note that we use GPS data from your Driver's phone to

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calculate the distance traveled on your ride. We cannot guarantee the availability or accuracy of GPS data. If we lose signal we will calculate time and distance using available data from your ride.

- **Quoted Fares.** In some cases Lyft may quote you a Fare at the time of your request. The quote is subject to change until the ride request is confirmed. If during your ride you change your destination, make multiple stops, or attempt to abuse the Lyft Platform, we may cancel the fare quote and charge you a variable fare based on the time and distance of your ride. Lyft does not guarantee that the quoted fare price will be equal to a variable fare for the same ride.

Fees and Other Charges.

- **Service Fee.** You may be charged a "Service Fee" for each ride as set forth on the applicable Lyft Cities page.
- **Prime Time.** At times of high demand for Services ("Prime Time") you acknowledge that Charges may increase substantially. For all rides with a variable fare, we will use reasonable efforts to inform you of any Prime Time multipliers in effect at the time of your request. For quoted fares we may factor in the Prime Time multiplier into the quoted price of the ride.
- **Cancellation Fee.** After requesting a ride you may cancel it through the app, but note that in certain cases a cancellation fee may apply. You may also be charged if you fail to show up after requesting a ride. Please check out our Help Center to learn more about [Lyft's cancellation policy](#), including applicable fees.
- **Damage Fee.** If a Driver reports that you have materially damaged the Driver's vehicle, you agree to pay a "Damage Fee" of up to \$250 depending on the extent of the damage (as determined by Lyft in its sole discretion), towards vehicle repair or cleaning. Lyft reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Fee.
- **Tolls.** In some instances tolls (or return tolls) may apply to your ride. Please see our Help Center and your market's Lyft Cities page for more [information about toll charges](#) and a list of applicable [tolls and return charges](#). We do not guarantee that the amount charged by Lyft will match the toll charged to the Driver, if any.

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- **Other Charges.** Other fee and surcharges may apply to your ride, including: actual or anticipated airport fees, state or local fees, event fees as determined by Lyft or its marketing partners, and processing fees for split payments. In addition, where required by law Lyft will collect applicable taxes. See your market's Lyft Cities page for details on other Charges that may apply to your ride.
- **Tips.** Following a ride, you may elect to tip your Driver in cash or through the Lyft application. Any tips will be provided entirely to the applicable Driver.

General.

- **Facilitation of Charges.** All Charges are facilitated through a third-party payment processing service (e.g., Stripe, Inc., or Braintree, a division of PayPal, Inc.). Lyft may replace its third-party payment processing services without notice to you. Charges shall only be made through the Lyft Platform. With the exception of tips, cash payments are strictly prohibited. Your payment of Charges to Lyft satisfies your payment obligation for your use of the Lyft Platform and Services.
- **No Refunds.** All Charges are non-refundable. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the Lyft Platform, any disruption to the Lyft Platform or Services, or any other reason whatsoever.
- **Coupons.** You may receive coupons that you can apply toward payment of certain Charges upon completion of a Ride. Coupons are only valid for use on the Lyft Platform, and are not transferable or redeemable for cash except as required by law. Coupons cannot be combined, and if the cost of your ride exceeds the applicable credit or discount value we will charge your payment method on file for the outstanding cost of the Ride. For quoted or variable fares, Lyft may deduct the amount attributable to the Service Fee, Tolls, or Other Charges before application of the coupon. If you split payment for a Ride with another User, your coupon will only apply to your portion of the Charges. Additional restrictions on coupons may apply as communicated to you in a relevant promotion or by clicking on the relevant coupon within the Promotions section of the Lyft App.
- **Credit Card Authorization.** Upon addition of a new payment method or each ride request, Lyft may seek authorization of your selected payment method to verify the payment method, ensure

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the ride cost will be covered, and protect against unauthorized behavior. The authorization is not a charge, however, it may reduce your available credit by the authorization amount until your bank's next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be subject to overdraft of NSF charges by the bank issuing your debit or prepaid card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank. Check out our Help Center to learn more about [our use of pre-authorization holds](#).

5. Payments

If you are a Driver, you will receive payment for your provision of Services pursuant to the terms of the [Driver Addendum](#), which shall form part of this Agreement between you and Lyft. The Driver Addendum is available in the Driver dashboard when you log into your account.

6. Lyft Communications

By entering into this Agreement or using the Platform, you agree to receive communications from us, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from Lyft, its affiliated companies and/or Drivers, may include but are not limited to: operational communications concerning your User account or use of the Lyft Platform or Services, updates concerning new and existing features on the Lyft Platform, communications concerning promotions run by us or our third-party partners, and news concerning Lyft and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send.

IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. IF YOU WISH TO OPT OUT OF PROMOTIONAL CALLS OR TEXTS, YOU MAY TEXT "END" TO 46080 FROM THE MOBILE DEVICE RECEIVING

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THE MESSAGES. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A CONDITION OF USING THE LYFT PLATFORM OR THE SERVICES. IF YOU WISH TO OPT OUT OF ALL TEXTS OR CALLS FROM LYFT (INCLUDING OPERATIONAL OR TRANSACTIONAL TEXTS OR CALLS), YOU CAN TEXT THE WORD "STOPALL" TO 46080 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES, HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL TEXTS MAY IMPACT YOUR USE OF THE LYFT PLATFORM OR THE SERVICES.

7. Your Information

Your Information is any information you provide, publish or post to or through the Lyft Platform (including any profile information you provide) or send to other Users (including via in-application feedback, any email feature, or through any Lyft-related Facebook, Twitter or other social media posting) (your "Information"). You consent to us using your Information to create a User account that will allow you to use the Lyft Platform and participate in the Services. Our collection and use of personal information in connection with the Lyft Platform and Services is as provided in Lyft's Privacy Policy located at www.lyft.com/privacy. You are solely responsible for your Information and your interactions with other members of the public, and we act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete information and that we and other members of the public may rely on your Information as accurate, current and complete. To enable Lyft to use your Information for the purposes described in the Privacy Policy and this Agreement, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare derivative works, or incorporate into other works, such Information, in any media now known or not currently known. Lyft does not assert any ownership over your Information; rather, as between you and Lyft, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Information and any intellectual property rights or other proprietary rights associated with your Information.

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You may be able to create or log-in to your Lyft User account through online accounts you may have with third party social networking sites (each such account, an "SNS Account"). By connecting to Lyft through an SNS Account, you understand that Lyft may access, store, and make available any SNS Account content according to the permission settings of your SNS Account (e.g., friends, mutual friends, contacts or following/followed lists (the "SNS Content")). You understand that SNS Content may be available on and through the Lyft Platform to other Users. Unless otherwise specified in this Agreement, all SNS Content, if any, shall be considered to be your Information.

8. Promotions and Referral Programs

Lyft, at its sole discretion, may make available promotions with different features to any Users or prospective Users. These promotions, unless made to you, shall have no bearing whatsoever on your Agreement or relationship with Lyft. Lyft reserves the right to withhold or deduct credits or benefits obtained through a promotion in the event that Lyft determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or this Agreement.

As part of your User account, Lyft may provide you with or allow you to create a "Lyft Code," a unique alphanumeric code for you to distribute to your friends and family (each a "Referred User") to become new Lyft Riders ("Referred Riders") or Drivers ("Referred Drivers") in your country. Lyft Codes may only be distributed for promotional purposes and must be given away free of charge. You may not sell, trade, or barter your Lyft Code. You are prohibited from advertising Lyft Codes in any way, including through any of the following: Google, Facebook, Twitter, Bing and Craigslist. Lyft reserves the right to deactivate or invalidate any Lyft Code at any time in Lyft's discretion.

From time to time, Lyft may offer you with incentives to refer your friends and family to become new Users of the Lyft Platform in your country (the "Referral Program"). These incentives may come in the form of Lyft Credits, and Lyft may set or change the incentive types, amounts, terms, restrictions, and qualification requirements for any

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incentives in its sole discretion. Your distribution of Lyft Codes and participation in the Referral Program is subject to this Agreement and the additional [Referral Program rules](#).

9. Restricted Activities

With respect to your use of the Lyft Platform and your participation in the Services, you agree that you will not:

- a. impersonate any person or entity;
- b. stalk, threaten, or otherwise harass any person, or carry any weapons;
- c. violate any law, statute, rule, permit, ordinance or regulation;
- d. interfere with or disrupt the Lyft Platform or the servers or networks connected to the Lyft Platform;
- e. post Information or interact on the Lyft Platform or Services in a manner which is fraudulent, libelous, abusive, obscene, profane, sexually oriented, harassing, or illegal;
- f. use the Lyft Platform in any way that infringes any third party's rights, including: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- g. post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
- h. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Lyft Platform;
- i. "frame" or "mirror" any part of the Lyft Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose;
- j. modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Lyft Platform or any software used on or for the Lyft Platform;
- k. rent, lease, lend, sell, redistribute, license or sublicense the Lyft Platform or access to any portion of the Lyft Platform;

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- l. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Lyft Platform or its contents;
- m. link directly or indirectly to any other web sites;
- n. transfer or sell your User account, password and/or identification to any other party
- o. discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or
- p. cause any third party to engage in the restricted activities above.

10. Driver Representations, Warranties and Agreements

By providing Services as a Driver on the Lyft Platform, you represent, warrant, and agree that:

- a. You possess a valid driver's license and are authorized and medically fit to operate a motor vehicle and have all appropriate licenses, approvals and authority to provide transportation to Riders in all jurisdictions in which you provide Services.
- b. You own, or have the legal right to operate, the vehicle you use when providing Services, and such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind.
- c. You will not engage in reckless behavior while driving, drive unsafely, operate a vehicle that is unsafe to drive, permit an unauthorized third party to accompany you in the vehicle while providing Services, provide Services as a Driver while under the influence of alcohol or drugs, or take action that harms or threatens to harm the safety of the Lyft community or third parties.

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- d. You will only provide Services using the vehicle that has been reported to, and approved by Lyft, and for which a photograph has been provided to Lyft, and you will not transport more passengers than can securely be seated in such vehicle (and no more than seven (7) passengers in any instance).
- e. You will not, while providing the Services, operate as a public or common carrier or taxi service, accept street hails, charge for rides (except as expressly provided in this Agreement), demand that a rider pay in cash, or use a credit card reader, such as a Square Reader, to accept payment or engage in any other activity in a manner that is inconsistent with your obligations under this Agreement.
- f. You will not attempt to defraud Lyft or Riders on the Lyft Platform or in connection with your provision of Services. If we suspect that you have engaged in fraudulent activity we may withhold applicable Fares or other payments for the ride(s) in question.
- g. You will make reasonable accommodation for Riders and/or for service animals, as required by law and our [Service Animal Policy](#).
- h. You agree that we may obtain information about you, including your criminal and driving records, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of the Agreement.
- i. You have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) that names or schedules you for the operation of the vehicle you use to provide Services.
- j. You will pay all applicable federal, state and local taxes based on your provision of Services and any payments received by you.

11. Intellectual Property

All intellectual property rights in the Lyft Platform shall be owned by Lyft absolutely and in their entirety. These rights include database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Lyft Platform are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other

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information ("Submissions") provided by you to us are non-confidential and shall become the sole property of Lyft. Lyft shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

LYFT and other Lyft logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of Lyft in the United States and/or other countries (collectively, the "Lyft Marks"). If you provide Services as a Driver, Lyft grants to you, during the term of this Agreement, and subject to your compliance with the terms and conditions of this Agreement, a limited, revocable, non-exclusive license to display and use the Lyft Marks solely in connection with providing the Services through the Lyft Platform ("License"). The License is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without Lyft's prior written permission, which it may withhold in its sole discretion. The Lyft Marks may not be used in any manner that is likely to cause confusion.

You acknowledge that Lyft is the owner and licensor of the Lyft Marks, including all goodwill associated therewith, and that your use of the Lyft Marks will confer no additional interest in or ownership of the Lyft Marks in you but rather inures to the benefit of Lyft. You agree to use the Lyft Marks strictly in accordance with Lyft's Trademark Usage Guidelines, as may be provided to you and revised from time to time, and to immediately cease any use that Lyft determines to nonconforming or otherwise unacceptable.

You agree that you will not: (1) create any materials that use the Lyft Marks or any derivatives of the Lyft Marks as a trademark, service mark, trade name or trade dress, other than as expressly approved by Lyft in writing; (2) use the Lyft Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the Lyft Marks other than in accordance with the terms, conditions and restrictions herein; (3) take any other action that would jeopardize or impair Lyft's rights as owner of the Lyft Marks or the legality and/or enforceability of the Lyft Marks, including, challenging or opposing Lyft's ownership in the Lyft Marks; (4) apply for trademark registration or renewal of trademark registration of any of

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the Lyft Marks, any derivative of the Lyft Marks, any combination of the Lyft Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the Lyft Marks; (5) use the Lyft Marks on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

Violation of any provision of this License may result in immediate termination of the License, in Lyft's sole discretion. If you create any materials bearing the Lyft Marks (in violation of this Agreement or otherwise), you agree that upon their creation Lyft exclusively owns all right, title and interest in and to such materials, including any modifications to the Lyft Marks or derivative works based on the Lyft Marks. You further agree to assign any interest or right you may have in such materials to Lyft, and to provide information and execute any documents as reasonably requested by Lyft to enable Lyft to formalize such assignment.

Lyft respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials on the Lyft Platform or Services infringe upon your copyrights, please [view our Copyright Policy](#) for information on how to make a copyright complaint.

12. Disclaimers

The following disclaimers are made on behalf of Lyft, our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, and shareholders.

Lyft does not provide transportation services, and Lyft is not a transportation carrier. Lyft is not a common carrier or public carrier. It is up to the Driver to decide whether or not to offer a ride to a Rider contacted through the Lyft Platform, and it is up to the Rider to decide whether or not to accept a ride from any Driver contacted through the Lyft Platform. We cannot ensure that a Driver or Rider will complete an arranged transportation service. We have no control over the quality or safety of the transportation that occurs as a result of the Services.

The Lyft Platform is provided on an "as is" basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the Lyft Platform and/or the Services, including the ability to provide or receive

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Services at any given location or time. To the fullest extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

We do not warrant that your use of the Lyft Platform or Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in the Lyft Platform will be corrected, or that the Lyft Platform is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the Lyft Platform or Services.

We cannot guarantee that each Rider is who he or she claims to be. Please use common sense when using the Lyft Platform and Services, including looking at the photos of the Driver or Rider you have matched with to make sure it is the same individual you see in person. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication or other use or access of the Lyft Platform by persons under the age of 18 in violation of this Agreement. We encourage you to communicate directly with each potential Driver or Rider prior to engaging in an arranged transportation service.

Lyft is not responsible for the conduct, whether online or offline, of any User of the Lyft Platform or Services. You are solely responsible for your interactions with other Users. We do not procure insurance for, nor are we responsible for, personal belongings left in the car by Drivers or Riders. By using the Lyft Platform and participating in the Services, you agree to accept such risks and agree that Lyft is not responsible for the acts or omissions of Users on the Lyft Platform or participating in the Services.

You are responsible for the use of your User account and Lyft expressly disclaims any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security, you agree to notify us immediately.

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It is possible for others to obtain information about you that you provide, publish or post to or through the Lyft Platform (including any profile information you provide), send to other Users, or share during the Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on the Lyft Platform or through the Services. Please carefully select the type of information that you post on the Lyft Platform or through the Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users, or "hackers").

Opinions, advice, statements, offers, or other information or content concerning Lyft or made available through the Lyft Platform, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third parties, whether on the Lyft Platform or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on the Lyft Platform and remove any such material that in our sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

Location data provided by the Lyft Platform is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Lyft, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the Lyft Platform. Any of your Information, including geolocational data, you upload, provide, or post on the Lyft Platform may be accessible to Lyft and certain Users of the Lyft Platform.

Lyft advises you to use the Lyft Platform with a data plan with unlimited or very high data usage limits, and Lyft shall not responsible or liable for any fees, costs, or overage charges associated with any data plan you use to access the Lyft Platform.

This paragraph applies to any version of the Lyft Platform that you acquire from the Apple App Store. This Agreement is entered into

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between you and Lyft. Apple, Inc. ("Apple") is not a party to this Agreement and shall have no obligations with respect to the Lyft Platform. Lyft, not Apple, is solely responsible for the Lyft Platform and the content thereof as set forth hereunder. However, Apple and Apple's subsidiaries are third party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof. This Agreement incorporates by reference [Apple's Licensed Application End User License Agreement](#), for purposes of which, you are "the end-user." In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement shall control.

As a Driver, you may be able to use "Lyft Nav built by Google" while providing Services on the Platform. If you elect to use this feature, you agree that Google may collect your location data when the Lyft App is running in order to provide and improve Google's services, that such data may also be shared with Lyft in order to improve its operations, and that Google's [terms](#) and [privacy.policy](#) will apply to this usage.

13. State and Local Disclosures

Certain jurisdictions require additional disclosures to you. You can view any disclosures required by your local jurisdiction at www.lyft.com/terms/disclosures. We will update the disclosures page as jurisdictions add, remove or amend these required disclosures, so please check in regularly for updates.

14. Indemnity

You will defend, indemnify, and hold Lyft including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the Lyft Platform and participation in the Services, including: (1) your breach of this Agreement or the documents it

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incorporates by reference; (2) your violation of any law or the rights of a third party, including, Drivers, Riders, other motorists, and pedestrians, as a result of your own interaction with such third party; (3) any allegation that any materials that you submit to us or transmit through the Lyft Platform or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (4) your ownership, use or operation of a motor vehicle or passenger vehicle, including your provision of Services as a Driver; and/or (5) any other activities in connection with the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

15. Limitation of Liability

IN NO EVENT WILL LYFT, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY "LYFT" FOR PURPOSES OF THIS SECTION), BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE LYFT PLATFORM, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE LYFT PLATFORM, THE SERVICES, OR THIS AGREEMENT, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LYFT PLATFORM MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR OTHER SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT LYFT HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR OTHER SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

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16. Term and Termination

This Agreement is effective upon your creation of a User account. This Agreement may be terminated: a) by User, without cause, upon seven (7) days' prior written notice to Lyft; or b) by either Party immediately, without notice, upon the other Party's material breach of this Agreement, including but not limited to any breach of Section 9 or breach of Section 10(a) through (i) of this Agreement. In addition, Lyft may terminate this Agreement or deactivate your User account immediately in the event: (1) you no longer qualify to provide Services or to operate the approved vehicle under applicable law, rule, permit, ordinance or regulation; (2) you fall below Lyft's star rating or cancellation threshold; (3) Lyft has the good faith belief that such action is necessary to protect the safety of the Lyft community or third parties, provided that in the event of a deactivation pursuant to (1)-(3) above, you will be given notice of the potential or actual deactivation and an opportunity to attempt to cure the issue to Lyft's reasonable satisfaction prior to Lyft permanently terminating the Agreement. For all other breaches of this Agreement, you will be provided notice and an opportunity to cure the breach. If the breach is cured in a timely manner and to Lyft's satisfaction, this Agreement will not be permanently terminated. Sections 2, 6, 7 (with respect to the license), 11-12, 14-19, and 21 shall survive any termination or expiration of this Agreement.

17. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

(a) Agreement to Binding Arbitration Between You and Lyft.

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YOU AND LYFT MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, as set forth below. This agreement to arbitrate ("Arbitration Agreement") is governed by the Federal Arbitration Act and survives after the Agreement terminates or your relationship with Lyft ends. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. Except as expressly provided below, this Arbitration Agreement applies to all Claims (defined below) between you and Lyft, including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders. This Arbitration Agreement also applies to claims between you and Lyft's service providers, including but not limited to background check providers and payment processors; and such service providers shall be considered intended third party beneficiaries of this Arbitration Agreement.

Except as expressly provided below, ALL DISPUTES AND CLAIMS BETWEEN US (EACH A "CLAIM" AND COLLECTIVELY, "CLAIMS") SHALL BE EXCLUSIVELY RESOLVED BY BINDING ARBITRATION SOLELY BETWEEN YOU AND LYFT. These Claims include, but are not limited to, any dispute, claim or controversy, whether based on past, present, or future events, arising out of or relating to: this Agreement and prior versions thereof (including the breach, termination, enforcement, interpretation or validity thereof), the Lyft Platform, the Services, any other goods or services made available through the Lyft Platform, your relationship with Lyft, the threatened or actual suspension, deactivation or termination of your User Account or this Agreement, background checks performed by or on Lyft's behalf, payments made by you or any payments made or allegedly owed to you, any promotions or offers made by Lyft, any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, wrongful termination, discrimination, harassment, retaliation, fraud, defamation, emotional distress, breach of any express or implied contract or covenant, claims arising under federal or state consumer protection laws; claims arising under antitrust laws, claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit

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Protection Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by Lyft and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), and state statutes, if any, addressing the same or similar subject matters, and all other federal and state statutory and common law claims. All disputes concerning the arbitrability of a Claim (including disputes about the scope, applicability, enforceability, revocability or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU AND LYFT ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT. This Arbitration Agreement is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes which by the terms of this Arbitration Agreement are expressly excluded from the requirement to arbitrate.

(b) Prohibition of Class Actions and Non-Individualized Relief.

YOU UNDERSTAND AND AGREE THAT YOU AND LYFT MAY EACH BRING CLAIMS IN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS ("CLASS ACTION WAIVER"). YOU UNDERSTAND AND AGREE THAT YOU AND LYFT BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING THE FOREGOING, THIS SUBSECTION (B) SHALL NOT APPLY TO REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT CLAIMS BROUGHT AGAINST LYFT, WHICH ARE ADDRESSED SEPARATELY IN SECTION 17(C).

The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims.

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Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that the Class Action Waiver is unenforceable as to any Claims, then those Claims shall be severed from any remaining claims and may be brought in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible.

(c) Representative PAGA Waiver.

Notwithstanding any other provision of this Agreement or the Arbitration Agreement, to the fullest extent permitted by law: (1) you and Lyft agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, including under the California PAGA, both you and Lyft agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, "representative PAGA Waiver"). Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from this Agreement; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Agreement or the requirement that any remaining Claims be arbitrated on an individual basis pursuant to the Arbitration Agreement; and (iii) any such representative PAGA or other representative private attorneys general act claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any

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Claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with respect to those Claims, the Parties agree that litigation of those Claims shall be stayed pending the outcome of any individual Claims in arbitration.

(d) Rules Governing the Arbitration.

Any arbitration conducted pursuant to this Arbitration Agreement shall be administered by the American Arbitration Association ("AAA") pursuant to its [Consumer Arbitration Rules](#) that are in effect at the time the arbitration is initiated, as modified by the terms set forth in this Agreement. Copies of these rules can be obtained at the AAA's website (www.adr.org) (the "AAA Rules") or by calling the AAA at 1-800-778-7879. Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules, but in no event shall the arbitrator consolidate more than one person's Claims, or otherwise preside over any form of representative, collective, or class proceeding.

As part of the arbitration, both you and Lyft will have the opportunity for reasonable discovery of non-privileged information that is relevant to the Claim. The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. The arbitrator will provide a reasoned written statement of the arbitrator's decision which shall explain the award given and the findings and conclusions on which the decision is based.

The arbitrator will decide the substance of all claims in accordance with applicable law, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Riders or Drivers, but is bound by rulings in prior arbitrations involving the same Rider or Driver to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided that any award may be challenged in a court of competent jurisdiction.

(e) Arbitration Fees and Awards.

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The payment of filing and arbitration fees will be governed by the relevant AAA Rules subject to the following modifications:

1. If you initiate arbitration under this Arbitration Agreement after participating in the optional Negotiation process described in subsection (k) below and are otherwise required to pay a filing fee under the relevant AAA Rules, Lyft agrees that, unless your claim is for \$5,000 or more, your share of the filing and arbitration fees is limited to \$50, and that, after you submit proof of payment of the filing fee to Lyft, Lyft will promptly reimburse you for all but \$50 of the filing fee. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the claim is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules.
2. If Lyft initiates arbitration under this Arbitration Agreement, Lyft will pay all AAA filing and arbitration fees.
3. With respect to any Claims brought by Lyft against a Driver, or for Claims brought by a Driver against Lyft that: (A) are based on an alleged employment relationship between Lyft and a Driver; (B) arise out of, or relate to, Lyft's actual deactivation of a Driver's User account or a threat by Lyft to deactivate a Driver's User account; (C) arise out of, or relate to, Lyft's actual termination of a Driver's Agreement with Lyft under the termination provisions of this Agreement, or a threat by Lyft to terminate a Driver's Agreement; (D) arise out of, or relate to, Fares (as defined in this Agreement, including Lyft's commission or fees on the Fares), tips, or average hourly guarantees owed by Lyft to Drivers for Services, other than disputes relating to referral bonuses, other Lyft promotions, or consumer-type disputes, or (E) arise out of or relate to background checks performed in connection with a user seeking to become a Driver (the subset of Claims in subsections (A)-(E) shall be collectively referred to as "Driver Claims"), Lyft shall pay all costs unique to arbitration (as compared to the costs of adjudicating the same claims before a court), including the regular and customary arbitration fees and expenses (to the extent not paid by Lyft pursuant to the fee provisions above). However, if you are the party initiating the Driver Claim, you shall be responsible for contributing up to an amount equal to the filing fee that would be paid to initiate the claim in the court of general jurisdiction in the state in which you provide Services to Riders, unless a lower fee amount would be

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owed by you pursuant to the AAA Rules, applicable law, or subsection (e)(1) above. Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator. For purposes of this Section 17(e)(3), the term "Driver" shall be deemed to include both Drivers and Driver applicants who have not been approved to drive.

4. Except as provided in Federal Rule of Civil Procedure 68 or any state equivalents, each party shall pay its own attorneys' fees and pay any costs that are not unique to the arbitration (i.e., costs that each party would incur if the claim(s) were litigated in a court such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.).
5. At the end of any arbitration, the arbitrator may award reasonable fees and costs or any portion thereof to you if you prevail, to the extent authorized by applicable law.
6. Although under some laws Lyft may have a right to an award of attorneys' fees and non-filing fee expenses if it prevails in an arbitration, Lyft agrees that it will not seek such an award.
7. If the arbitrator issues you an award that is greater than the value of Lyft's last written settlement offer made after you participated in good faith in the optional Negotiation process described in subsection (k) below, then Lyft will pay you the amount of the award or U.S. \$1,000, whichever is greater.

(f) Location and Manner of Arbitration.

Unless you and Lyft agree otherwise, any arbitration hearings between Lyft and a Rider will take place in the county of your billing address, and any arbitration hearings between Lyft and a Driver will take place in the county in which the Driver provides Services. If AAA arbitration is unavailable in your county, the arbitration hearings will take place in the nearest available location for a AAA arbitration. If your Claim is for \$10,000 or less, Lyft agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as determined by the AAA Rules. If your Claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

(g) Exceptions to Arbitration.

This Arbitration Agreement shall not require arbitration of the following types of claims: (1) small claims actions brought on an individual basis that are within the scope of such small claims court's jurisdiction; (2) a

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representative action brought on behalf of others under PAGA or other private attorneys general acts, to the extent the representative PAGA Waiver in Section 17(c) of such action is deemed unenforceable by a court of competent jurisdiction under applicable law not preempted by the FAA; (3) claims for workers' compensation, state disability insurance and unemployment insurance benefits; and (4) claims that may not be subject to arbitration as a matter of generally applicable law not preempted by the FAA.

Nothing in this Arbitration Agreement prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board ("NLRB"), or Office of Federal Contract Compliance Programs, or similar local, state or federal agency, and nothing in this Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration. However, should you bring an administrative claim, you may only seek or recover money damages of any type pursuant to this Arbitration Provision, and you knowingly and voluntarily waive the right to seek or recover money damages of any type pursuant to any administrative complaint, except for a complaint issued by the NLRB. Should you participate in an NLRB proceeding, you may only recover money damages if such recovery does not arise from or relate to a claim previously adjudicated under this Arbitration Provision or settled by you. Similarly, you may not recover money damages under this Arbitration Provision if you have already adjudicated such claim with the NLRB. Nothing in this Agreement or Arbitration Agreement prevents your participation in an investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision.

(h) Severability.

In addition to the severability provisions in subsections (c) above, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable under applicable law not preempted by the FAA, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

(i) Driver Claims in Pending Settlement.

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If you are a member of a putative class in a lawsuit against Lyft involving Driver Claims and a Motion for Preliminary Approval of a Settlement has been filed with the court in that lawsuit prior to this Agreement's effective date (a "Pending Settlement Action"), then this Arbitration Agreement shall not apply to your Driver Claims in that particular class action. Instead, your Driver Claims in that Pending Settlement Action shall continue to be governed by the arbitration provisions contained in the applicable Agreement that you accepted prior to this Agreement's effective date.

(j) Opting Out of Arbitration for Driver Claims That Are Not In a Pending Settlement Action.

As a Driver or Driver applicant, you may opt out of the requirement to arbitrate Driver Claims defined in Section 17(e)(3) (except as limited by Section 17(i) above) pursuant to the terms of this subsection if you have not previously agreed to an arbitration provision in Lyft's Terms of Service where you had the opportunity to opt out of the requirement to arbitrate. If you have previously agreed to such an arbitration provision, you may opt out of any revisions to your prior arbitration agreement made by this provision in the manner specified below, but opting out of this arbitration provision has no effect on any previous, other, or future arbitration agreements that you may have with Lyft. If you have not previously agreed to such an arbitration provision and do not wish to be subject to this Arbitration Agreement with respect to Driver Claims, you may opt out of arbitration with respect to such Driver Claims, other than those in a Pending Settlement Action, by notifying Lyft in writing of your desire to opt out of arbitration for such Driver Claims, which writing must be dated, signed and delivered by: (1) electronic mail to arbitrationoptout@lyft.com, or (2) by certified mail, postage prepaid and return receipt requested, or by any nationally recognized delivery service (e.g, UPS, Federal Express, etc.) that is addressed to:

General Counsel
Lyft, Inc.
185 Berry St., Suite 5000
San Francisco, CA 94107

In order to be effective, (A) the writing must clearly indicate your intent to opt out of this Arbitration Agreement with respect to Driver Claims that are not part of a Pending Settlement Action, (B) the writing must

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include the name, phone number, and email address associated with your User Account, and (C) the email or envelope containing the signed writing must be sent within 30 days of the date this Agreement is executed by you. Should you not opt out within the 30-day period, you and Lyft shall be bound by the terms of this Arbitration Agreement in full (including with respect to Driver Claims that are not part of a Pending Settlement Action). As provided in paragraph 17(i) above, any opt out that you submit shall not apply to any Driver Claims that are part of a Pending Settlement Action and your Driver Claims in any such Pending Settlement Action shall continue to be governed by the arbitration provisions that are contained in the applicable Lyft Terms of Use that you agreed to prior to the effective date of this Agreement.

Cases have been filed against Lyft and may be filed in the future involving Driver Claims. You should assume that there are now, and may be in the future, lawsuits against Lyft alleging class, collective, and/or representative Driver Claims in which the plaintiffs seek to act on your behalf, and which, if successful, could result in some monetary recovery to you. But if you do agree to arbitration of Driver Claims with Lyft under this Arbitration Agreement, you are agreeing in advance that you will bring all such claims, and seek all monetary and other relief, against Lyft in an individual arbitration provision, except for the Driver Claims that are part of a Pending Settlement Action. You are also agreeing in advance that you will not participate in, or seek to recover monetary or other relief, for such claims in any court action or class, collective, and/or representative action. You have the right to consult with counsel of your choice concerning this Arbitration Agreement and you will not be subject to retaliation if you exercise your right to assert claims or opt- out of any Driver Claims under this Arbitration Agreement.

(k) Optional Pre-Arbitration Negotiation Process.

Before initiating any arbitration or proceeding, you and Lyft may agree to first attempt to negotiate any dispute, claim or controversy between the parties informally for 30 days, unless this time period is mutually extended by you and Lyft. A party who intends to seek negotiation under this subsection must first send to the other a written notice of the dispute ("Notice"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought. All offers, promises, conduct and statements, whether oral or written, made in the

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course of the negotiation by any of the parties, their agents, employees, and attorneys are confidential, privileged and inadmissible for any purpose, including as evidence of liability or for impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

18. Confidentiality

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to Lyft's business, operations and properties, information about a User made available to you in connection with such User's use of the Platform, which may include the User's name, pick-up location, contact information and photo ("Confidential Information") disclosed to you by Lyft for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Lyft in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to Lyft with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by Lyft or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of Lyft; becomes known to you, without restriction, from a source other than Lyft without breach of this Agreement by you and otherwise not in violation of Lyft's rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that You shall provide prompt notice of such court order or requirement to Lyft to enable Lyft to seek a protective order or otherwise prevent or restrict such disclosure.

19. Relationship with Lyft

As a Driver on the Lyft Platform, you acknowledge and agree that you and Lyft are in a direct business relationship, and the relationship

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between the parties under this Agreement is solely that of independent contracting parties. You and Lyft expressly agree that (1) this is not an employment agreement and does not create an employment relationship between you and Lyft; and (2) no joint venture, franchisor-franchisee, partnership, or agency relationship is intended or created by this Agreement. You have no authority to bind Lyft, and you undertake not to hold yourself out as an employee, agent or authorized representative of Lyft.

Lyft does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of Services, your acts or omissions, or your operation and maintenance of your vehicle. You retain the sole right to determine when, where, and for how long you will utilize the Lyft Platform. You retain the option to accept or to decline or ignore a Rider's request for Services via the Lyft Platform, or to cancel an accepted request for Services via the Lyft Platform, subject to Lyft's then-current cancellation policies. With the exception of any signage required by law or permit/license rules or requirements, Lyft shall have no right to require you to: (a) display Lyft's names, logos or colors on your vehicle(s); or (b) wear a uniform or any other clothing displaying Lyft's names, logos or colors. You acknowledge and agree that you have complete discretion to provide Services or otherwise engage in other business or employment activities.

20. Other Services

In addition to connecting Riders with Drivers, the Lyft Platform may enable Users to provide or receive goods or services from other third parties. For example, Users may be able to use the Lyft Platform to order a delivery of goods, purchase a digital item, request a carpool ride from a commuter going in your direction, or when travelling outside of the United States, to connect with local transportation platforms and request rides from local drivers (collectively, the "Other Services"). You understand and that the Other Services are subject to the terms and pricing of the third-party provider. If you choose to purchase Other Services through the Lyft Platform, you authorize Lyft to charge your payment method on file according to the pricing terms set by the third-party provider. You agree that Lyft is not responsible and may not be held liable for the Other Services or the actions or

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omissions of the third- party provider. Such Other Services may not be investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Other Services accessed through the Lyft Platform.

21. General

Except as provided in Section 17, this Agreement shall be governed by the laws of the State of California without regard to choice of law principles. This choice of law provision is only intended to specify the use of California law to interpret this Agreement and is not intended to create any other substantive right to non- Californians to assert claims under California law whether by statute, common law, or otherwise. If any provision of this Agreement is or becomes invalid or non- binding, the parties shall remain bound by all other provisions of this Agreement. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement. You agree that this Agreement and all incorporated agreements may be automatically assigned by Lyft, in our sole discretion by providing notice to you. Except as explicitly stated otherwise, any notices to Lyft shall be given by certified mail, postage prepaid and return receipt requested to Lyft, Inc., 185 Berry St., Suite 5000, San Francisco, CA 94107. Any notices to you shall be provided to you through the Lyft Platform or given to you via the email address or physical you provide to Lyft during the registration process. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. The words "include", "includes" and "including" are deemed to be followed by the words "without limitation". A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between you and Lyft with respect to the subject matter hereof and supersedes all previous understandings and agreements between the parties, whether oral or written.

If you have any questions regarding the Lyft Platform or Services, please contact our Customer Support Team through our [Help Center](#).

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Lyft Privacy Policy

Last Updated: February 8, 2017

At Lyft, we want to connect people through transportation and bring communities together. In this privacy policy, we tell you what information we receive from Lyft riders and drivers, and how we use it to connect riders with drivers and continue to improve our services. Below, we explain how you can share with other riders and drivers in the Lyft community as part of our mission to bring people together.

1. Scope of this Privacy Policy

Lyft ("Lyft," "we," "our," and/or "us") values the privacy of individuals who use our application, websites, and related services (collectively, the "Lyft Platform"). This privacy policy (the "Privacy Policy") explains how we collect, use, and share information from Lyft users ("Users"), comprised of both Lyft riders ("Riders") and Lyft drivers (including Driver applicants ("Drivers")). Beyond the Privacy Policy, your use of Lyft is also subject to our Terms of Service (www.lyft.com/terms).

2. Information We Collect

A. Information You Provide to Us

Registration Information. When you sign up for a Lyft account, you give us your name, email address, and phone number. If you decide to sign

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up for Lyft using your Facebook account, we will also get basic information from your Facebook profile like your name, gender, profile photo, and Facebook friends.

User Profile Information. When you join the Lyft community, you can create a Lyft Profile to share fun facts about yourself, and discover mutual friends and interests. Filling out a profile is optional, and you can share as little or as much as you want. Your name (and for Drivers, Profile photos) is always part of your Profile. Read more below about how you can control who sees your Profile. You can also add a Business Profile to your account, which requires a designated business email address and payment method.

Payment Method. When you add a credit card or payment method to your Lyft account, a third party that handles payments for us will receive your card information. To keep your financial data secure, we do not store full credit card information on our servers.

Communications. If you contact us directly, we may receive additional information about you. For example, when you contact our Customer Support Team, we will receive your name, email address, phone number, the contents of a message or attachments that you may send to us, and other information you choose to provide.

Driver Application Information. If you decide to join our Lyft driver community, in addition to the basic registration information we ask you for your date of birth, physical address, Social Security number, driver's license information, vehicle information, car insurance information, and in some jurisdictions we may collect additional business license or permitting information. We share this information with our partners who help us by running background checks on Drivers to help protect the Lyft community.

Payment Information. To make sure Drivers get paid, we keep information about Drivers' bank routing numbers, tax information, and any other payment information provided by Drivers.

B. Information We Collect When You Use the Lyft Platform

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Location Information. Lyft is all about connecting Drivers and Riders. To do this, we need to know where you are. When you open Lyft on your mobile device, we receive your location. We may also collect the precise location of your device when the app is running in the foreground or background. If you label certain locations, such as "home" and "work," we receive that information, too.

Your location information is necessary for things like matching Riders with nearby Drivers, determining drop off and pick up locations, and suggesting destinations based on previous trips. Also, if the need ever arises, our Trust & Safety team may use and share location information to help protect the safety of Lyft Users or a member of the public. In addition to the reasons described above, Drivers' location information and distance travelled is necessary for calculating charges and insurance for Lyft rides. If you give us permission through your device settings or Lyft app, we may collect your location while the app is off to identify promotions or service updates in your area.

Device Information. Lyft receives information from Users' devices, including IP address, web browser type, mobile operating system version, phone carrier and manufacturer, application installations, device identifiers, mobile advertising identifiers, push notification tokens, and, if you register with your Facebook account, your Facebook identifier. We collect mobile sensor data from Drivers' devices (such as speed, direction, height, acceleration or deceleration) to improve location accuracy and analyze usage patterns.

Usage Information. To help us understand how you use the Lyft Platform and to help us improve it, we automatically receive information about your interactions with the Lyft Platform, like the pages or other content you view, your actions within the Lyft app, and the dates and times of your visits.

Call and Text Information. We work with a third party partner to facilitate phone calls and text messages between Riders and Drivers who have been connected for a ride. We receive information about these communications including the date and time of the call or SMS message, the parties' phone numbers, and the content of any SMS messages. For security purposes, we may also monitor and/or record the contents of phone calls made on the Lyft Platform, such as those between Riders and Drivers. You will be given notice that your call may

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be recorded, and by proceeding you agree to allow Lyft to monitor and/or record your call.

User Feedback. At Lyft, we want to make sure Users are always enjoying great rides. Riders and Drivers may rate and review each other at the end of every ride. We receive information about ratings and reviews and, as we explain below, give Riders information about Drivers' ratings and reviews and vice versa.

Address Book Contacts. If you permit Lyft to access the address book on your device through the permission system used by your mobile platform, we may access and store names and contact information from your address book to facilitate invitations and social interactions that you initiate through our Platform and for other purposes described in this privacy policy or at the time of consent or collection.

Information from Cookies and Similar Technologies. We collect information through the use of "cookies", tracking pixels, and similar technologies to understand how you navigate through the Lyft Platform and interact with Lyft advertisements, to learn what content is popular, and to save your preferences. Cookies are small text files that web servers place on your device; they are designed to store basic information and to help websites and apps recognize your browser. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be accessed every time you use the Lyft Platform. You should consult your web browser(s) to modify your cookie settings. Please note that if you delete or choose not to accept cookies from us, you may be missing out on certain features of the Lyft Platform.

C. Information We Collect from Third Parties

Third Party Services. If you choose to register for Lyft or otherwise link your Lyft account with a third party's service (such as Facebook), we may receive the same type of information we collect from you (described above) directly from those services.

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Third Party Partners. We may receive additional information about you, such as demographic data, payment information, or fraud detection information, from third party partners and combine it with other information that we have about you.

Enterprise Programs. If your company, university, or organization participates in one of our enterprise programs such as Lyft for Work, we may receive information about you, such as your email address, from your participating organization. We also may give your participating organization the opportunity to request a ride on your behalf, in which case they may provide us with your name, phone number, and the pickup and drop off location for your ride.

Background Information on Drivers. Lyft works with third party partners to perform driving record and criminal background checks on Drivers, and we receive information from them such as publicly available information about a Driver's driving record or criminal history.

3. How We Use the Information We Collect

We use the information we collect from all Users to:

- Connect Riders with Drivers;
- Provide, improve, expand, and promote the Lyft Platform;
- Analyze how the Lyft community uses the Lyft Platform;
- Communicate with you, either directly or through one of our partners, including for marketing and promotional purposes;
- Personalize the Lyft experience for you and your friends and contacts;
- Send you text messages and push notifications;
- Facilitate transactions and payments;
- Provide you with customer support;
- Find and prevent fraud; and
- Respond to trust and safety issues that may arise, including auto incidents, disputes between Riders and Drivers, and requests from government authorities.

Additionally, we use the information we collect from Drivers for the following purposes related to driving on the Lyft Platform:

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- Sending emails and text messages to Drivers who have started the driver application process regarding the status of their application;
- Determining a Driver's eligibility to drive for Lyft
- Notifying Drivers about ride demand, pricing and service updates; and
- Calculating and providing Lyft's auto insurance policy and analyzing usage patterns for safety and insurance purposes.

4. How We Share the Information We Collect

A. Sharing Between Users

Sharing between Riders and Drivers. Riders and Drivers that have been matched for a ride are able to see basic information about each other, such as names, photo, ratings, and any information they have added to their Profiles. Riders and Drivers who connect their Lyft accounts to Facebook will also be able to see their mutual Facebook friends during the ride. Drivers see the pick-up location that the Rider has provided. Riders see a Driver's vehicle information and real-time location as the Driver approaches the pick-up location. Riders' ratings of Drivers are shared with Drivers on a weekly basis. We de-identify the ratings and feedback, but we can't rule out that a driver may be able to identify the Rider that provided the rating or feedback.

Although we help Riders and Drivers communicate with one another to arrange a pickup, we do not share your actual phone number or other contact information with other Users. If you report a lost or found item to us, we will seek to connect you with the relevant Rider or Driver, including sharing actual contact information with your permission.

Sharing between Lyft Line Riders. If you use Lyft Line, Riders who have been matched with you will be able to see your name, photo and any information you have added to your Profile. If you connect your Lyft account to Facebook (such as by signing up through Facebook), we may show your mutual friends with other Riders who are also

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connected via Facebook. During the Lyft Line matching process we may show photos of possible matches to you and other Riders.

B. Sharing Between Lyft and Third Parties

API and Integration Partners. If you connect to the Lyft Platform through an integration with a third party service, we may share information about your use of the Lyft Platform with that third party. We may share your information with our third party partners in order to receive additional information about you. We may also share your information with third party partners to create offers that may be of interest to you.

Third Party Services. The Lyft Platform may allow you to connect with other websites, products, or services that we don't have control over (for example, we may give you the ability to order a food delivery from a restaurant from within the Lyft app). If you use these services, we will provide the third party with information about you to allow them to provide the service to you (for example, we would give the restaurant your name, phone number and address to drop off the food). We can't speak to the privacy practices of these third parties, and we encourage you to read their privacy policies before deciding whether to use their services.

Service Providers. We work with third party service providers to perform services on our behalf, and we may share your information with such service providers to help us provide the Lyft Platform, including all of the things described in Section 3 above.

Enterprise Partners. If you participate in an enterprise program and charge a ride to your organization's billing method or credits, we will provide your organization's account holder with information about your use of the Lyft Platform, including ride details such as date, time, charge, and pick up and drop off locations. If you create a Business Profile, at the end of each ride you will have the option to designate the ride as a business ride. If you do so, and your organization has a corporate account with Lyft, we may share information about your use of Lyft Platform with your organization including ride details such as date, time, charge, and region of the trip. If you change organizations,

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it is your responsibility to update your Business Profile with the new information. (Please remember to check and set your designation settings accordingly.) If you integrate your account with an expense platform (like Concur) we will share the ride details to your expense account.

International Partners. We've partnered with several ride-sharing services around the globe so Riders can continue to find rides when they open the Lyft app abroad, and Drivers can provide services to international travelers in the U.S. When we match a ride with the partner, we share the same information that is shared between matched Riders and Drivers on the Lyft Platform. In some cases we are unable to mask your phone number if you call an international driver, so please keep that in mind before using this feature.

Other Sharing. We may share your information with third parties in the following cases:

- While negotiating or in relation to a change of corporate control such as a restructuring, merger or sale of our assets;
- If a government authority requests information and we think disclosure is required or appropriate in order to comply with laws, regulations, or a legal process;
- With law enforcement officials, government authorities, or third parties if we think doing so is necessary to protect the rights, property, or safety of the Lyft community, Lyft, or the public (you can read more about this in our [Law Enforcement Request](#) policy);
- To comply with a legal requirement or process, including but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures.
- If you signed up for a promotion with another User's referral or promotion code, with your referrer to let them know about your redemption of or qualification for the promotion;
- With our insurance partners to help determine and provide relevant coverage in the event of an incident;
- To provide information about the use of the Lyft Platform to potential business partners in aggregated or de-identified form that can't reasonably be used to identify you; and
- Whenever you consent to the sharing.

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5. Your Choices

Email Subscriptions. You can always unsubscribe from our commercial or promotional emails but we will still send you transactional and relational emails about your account use of the Lyft Platform.

Text Messages. You can opt out of receiving commercial or promotional text messages by texting the word END to 46080 from the mobile device receiving the messages. You may also opt out of receiving all texts from Lyft (including transactional or relational messages) by texting the word STOPALL to 46080 from the mobile device receiving the messages, however, opting out of receiving all texts may impact your use of the Lyft Platform. Drivers can also opt out of driver-specific messages by texting STOP in response to a driver SMS. To re-enable texts you can text START in response to an unsubscribe confirmation SMS.

Push Notifications. You can opt out of receiving push notifications through your device settings. Please note that opting out of receiving push notifications may impact your use of the Lyft Platform (such as receiving a notification that your ride has arrived).

Profile Information. While your name will always be shared with Drivers and fellow Lyft Line Riders, you can delete any additional information that you added to your Profile at any time if you don't want Drivers and Lyft Line Riders to see it. Riders will always be able to see Drivers' names, rating, profile photos, and vehicle information.

Location Information. While you can prevent your device from sharing location information at any time through your Device's operating system settings, Rider and Driver location is core to the Lyft Platform and without it we can't provide our services to you.

Facebook Friends. You can control whether to enable or disable the Facebook mutual friends feature through your profile settings.

Editing and Accessing Your Information. You can review and edit certain account information by logging in to your account settings and profile (Drivers may edit additional information through the Driver portal). If you would like to terminate your Lyft account, please contact us through our [Help Center](#) with your request. If you choose to terminate

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your account, we will deactivate it for you but may retain information from your account for a certain period of time and disclose it in a manner consistent with our practices under this Privacy Policy for accounts that are not closed. We also may retain information from your account to collect any fees owed, resolve disputes, troubleshoot problems, analyze usage of the Lyft Platform, assist with any investigations, prevent fraud, enforce our Terms of Service, or take other actions as required or permitted by law.

6. Other

Data Security. We are committed to protecting the data of the Lyft community. Even though we take reasonable precautions to protect your data, no security measures can be 100% secure, and we cannot guarantee the security of your data.

Children's Privacy. Lyft is not directed to children, and we don't knowingly collect personal information from children under 13. If we find out that a child under 13 has given us personal information, we will take steps to delete that information. If you believe that a child under the age of 13 has given us personal information, please contact us at our [Help Center](#).

Changes to Our Privacy Policy. We may make changes to this Privacy Policy from time to time. If we make any material changes, we will let you know through the Lyft Platform, by email, or other communication. We encourage you to read this Privacy Policy periodically to stay up-to-date about our privacy practices. As long as you use the Lyft Platform, you are agreeing to this Privacy Policy and any updates we make to it.

Contact Information. Feel free to contact us at any time with any questions or comments about this Privacy Policy, your personal information, our use and sharing practices, or your consent choices by contacting our [Help Center](#).



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DRIVER

RIDER

LYFT

DOWNLOAD



Download on the
App Store



[Terms](#) [Privacy](#) © 2018 Lyft, Inc.

EXHIBIT D-01

Lyft Privacy Policy

Last Updated: September 14, 2020

At Lyft our mission is to improve people's lives with the world's best transportation, providing a platform to help you get from point A to point B. To do that, we need to collect, use, and share some of your personal information. This Privacy Policy is meant to help you understand how Lyft does that and how to exercise the choices and rights you have in your information.

Lyft's [privacy homepage](#) provides additional information about our commitment to respecting your personal information, including ways for you to access and delete that information.

1. [The Scope of This Policy](#)
2. [The Information We Collect](#)
3. [How We Use Your Information](#)
4. [How We Share Your Information](#)
5. [How We Store and Protect Your Information](#)
6. [Your Rights And Choices Regarding Your Data](#)
7. [Children's Data](#)
8. [Links to Third Party Websites](#)
9. [Changes to This Privacy Policy](#)
10. [Contact Us](#)

1. The Scope of This Policy

This policy applies to all Lyft users, including Riders and Drivers (including Driver applicants), and to all Lyft platforms and services, including our apps, websites, features, and other services (collectively, the "Lyft Platform"). Please remember that your use of the Lyft Platform is also subject to our [Terms of Service](#).

2. The Information We Collect

When you use the Lyft Platform, we collect the information you provide, usage information, and information about your device. We also collect information about you from other sources like third party services, and optional programs in which you participate, which we may combine with other information we have about you. Here are the types of information we collect about you:

A. Information You Provide to Us

Account Registration. When you create an account with Lyft, we collect the information you provide us, such as your name, email address, phone number, birth date, and payment information. You may choose to share additional info with us for your Rider profile, like your

photo or saved addresses (e.g., home or work), and set up other preferences (such as your preferred pronouns).

Driver Information. If you apply to be a Driver, we will collect the information you provide in your application, including your name, email address, phone number, birth date, profile photo, physical address, government identification number (such as social security number), driver's license information, vehicle information, and car insurance information. We collect the payment information you provide us, including your bank routing numbers, and tax information. Depending on where you want to drive, we may also ask for additional business license or permit information. We may need additional information from you at some point after you become a Driver, including information to confirm your identity (like a photo).

Ratings and Feedback. When you rate and provide feedback about Riders or Drivers, we collect all of the information you provide in your feedback.

Communications. When you contact us or we contact you, we collect any information that you provide, including the contents of the messages or attachments you send us.

B. Information We Collect When You Use the Lyft Platform

Location Information. Great rides start with an easy and accurate pickup. The Lyft Platform collects location information (including GPS and WiFi data) differently depending on your Lyft app settings and device permissions as well as whether you are using the platform as a Rider or Driver:

- **Riders:** We collect your device's precise location when you open and use the Lyft app, including while the app is running in the background from the time you request a ride until it ends. Lyft also tracks the precise location of scooters and e-bikes at all times.
- **Drivers:** We collect your device's precise location when you open and use the app, including while the app is running in the background when it is in driver mode. We also collect precise location for a limited time after you exit driver mode in order to detect ride incidents, and continue collecting it until a reported or detected incident is no longer active.

Usage Information. We collect information about your use of the Lyft Platform, including ride information like the date, time, destination, distance, route, payment, and whether you used a promotional or referral code. We also collect information about your interactions with the Lyft Platform like our apps and websites, including the pages and content you view and the dates and times of your use.

Device Information. We collect information about the devices you use to access the Lyft Platform, including device model, IP address, type of browser, version of operating system, identity of carrier and manufacturer, radio type (such as 4G), preferences and settings (such as preferred language), application installations, device identifiers, advertising identifiers, and push notification tokens. If you are a Driver, we also collect mobile sensor data from your device (such as speed, direction, height, acceleration, deceleration, and other technical data).

Communications Between Riders and Drivers. We work with a third party to facilitate phone calls and text messages between Riders and Drivers without sharing either party's actual phone number with the other. But while we use a third party to provide the communication service, we collect information about these communications, including the participants' phone numbers, the date and time, and the contents of SMS messages. For security purposes, we may also monitor or record the contents of phone calls made through the Lyft Platform, but we will always let you know we are about to do so before the call begins.

Address Book Contacts. You may set your device permissions to grant Lyft access to your contact lists and direct Lyft to access your contact list, for example to help you refer friends to Lyft. If you do this, we will access and store the names and contact information of the people in your address book.

Cookies, Analytics, and Third Party Technologies. We collect information through the use of "cookies", tracking pixels, data analytics tools like [Google Analytics](#), SDKs, and other third party technologies to understand how you navigate through the Lyft Platform and interact with Lyft advertisements, to make your Lyft experience safer, to learn what content is popular, to improve your site experience, to serve you better ads on other sites, and to save your preferences. Cookies are small text files that web servers place on your device; they are designed to store basic information and to help websites and apps recognize your browser. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be accessed every time you use the Lyft Platform. You should consult your web browser(s) to modify your cookie settings. Please note that if you delete or choose not to accept cookies from us, you may miss out on certain features of the Lyft Platform.

C. Information We Collect from Third Parties

Third Party Services. Third party services provide us with information needed for core aspects of the Lyft Platform, as well as for additional services, programs, loyalty benefits, and promotions that can enhance your Lyft experience. These third party services include background check providers, insurance partners, financial service providers, marketing providers, and other businesses. We obtain the following information about you from these third party services:

- Information to make the Lyft Platform safer, like background check information for drivers;
- Information about your participation in third party programs that provide things like insurance coverage and financial instruments, such as insurance, payment, transaction, and fraud detection information;
- Information to operationalize loyalty and promotional programs, such as information about your use of such programs; and
- Information about you provided by specific services, such as demographic and market segment information.

Enterprise Programs. If you use Lyft through your employer or other organization that participates in one of our Lyft Business enterprise programs, we will collect information about you from those parties, such as your name and contact information.

Concierge Service. Sometimes another business or entity may order you a Lyft ride. If an organization has ordered a ride for you using our Concierge service, they will provide us your contact information and the pickup and drop-off location of your ride.

Referral Programs. Friends help friends use the Lyft Platform. If someone refers you to Lyft, we will collect information about you from that referral including your name and contact information.

Other Users and Sources. Other users or public or third-party sources such as law enforcement, insurers, media, or pedestrians may provide us information about you, for example as part of an investigation into an incident or to provide you support.

3. How We Use Your Information

We use your personal information to:

- Provide the Lyft Platform;
- Maintain the security and safety of the Lyft Platform and its users;
- Build and maintain the Lyft community;
- Provide customer support;
- Improve the Lyft Platform; and
- Respond to legal proceedings and obligations.

Providing the Lyft Platform. We use your personal information to provide an intuitive, useful, efficient, and worthwhile experience on our platform. To do this, we use your personal information to:

- Verify your identity and maintain your account, settings, and preferences;
- Connect you to your rides and track their progress;
- Calculate prices and process payments;
- Allow Riders and Drivers to connect regarding their ride and to choose to share their location with others;
- Communicate with you about your rides and experience;
- Collect feedback regarding your experience;
- Facilitate additional services and programs with third parties; and
- Operate contests, sweepstakes, and other promotions.

Maintaining the Security and Safety of the Lyft Platform and its Users. Providing you a secure and safe experience drives our platform, both on the road and on our apps. To do this, we use your personal information to:

- Authenticate users;

- Verify that Drivers and their vehicles meet safety requirements;
- Investigate and resolve incidents, accidents, and insurance claims;
- Encourage safe driving behavior and avoid unsafe activities;
- Find and prevent fraud; and
- Block and remove unsafe or fraudulent users from the Lyft Platform.

Building and Maintaining the Lyft Community. Lyft works to be a positive part of the community. We use your personal information to:

- Communicate with you about events, promotions, elections, and campaigns;
- Personalize and provide content, experiences, communications, and advertising to promote and grow the Lyft Platform; and
- Help facilitate donations you choose to make through the Lyft Platform.

Providing Customer Support. We work hard to provide the best experience possible, including supporting you when you need it. To do this, we use your personal information to:

- Investigate and assist you in resolving questions or issues you have regarding the Lyft Platform; and
- Provide you support or respond to you.

Improving the Lyft Platform. We are always working to improve your experience and provide you with new and helpful features. To do this, we use your personal information to:

- Perform research, testing, and analysis;
- Develop new products, features, partnerships, and services;
- Prevent, find, and resolve software or hardware bugs and issues; and
- Monitor and improve our operations and processes, including security practices, algorithms, and other modeling.

Responding to Legal Proceedings and Requirements. Sometimes the law, government entities, or other regulatory bodies impose demands and obligations on us with respect to the services we seek to provide. In such a circumstance, we may use your personal information to respond to those demands or obligations.

4. How We Share Your Information

We do not sell your personal information. To make the Lyft Platform work, we may need to share your personal information with other users, third parties, and service providers. This section explains when and why we share your information.

A. Sharing Between Lyft Users

Riders and Drivers.

Rider information shared with Driver: Upon receiving a ride request, we share with the Driver the Rider's pickup location, name, profile photo, rating, Rider statistics (like approximate number of rides and years as a Rider), and information the Rider includes in their Rider profile (like preferred pronouns). Upon pickup and during the ride, we share with the Driver the Rider's destination and any additional stops the Rider inputs into the Lyft app. Once the ride is finished, we also eventually share the Rider's rating and feedback with the Driver. (We remove the Rider's identity associated with ratings and feedback when we share it with Drivers, but a Driver may be able to identify the Rider that provided the rating or feedback.)

Driver information shared with Rider: Upon a Driver accepting a requested ride, we will share with the Rider the Driver's name, profile photo, preferred pronouns, rating, real-time location, and the vehicle make, model, color, and license plate, as well as other information in the Driver's Lyft profile, such as information Drivers choose to add (like country flag and why you drive) and Driver statistics (like approximate number of rides and years as a Driver).

Although we help Riders and Drivers communicate with one another to arrange a pickup, we do not share your actual phone number or other contact information with other users. If you report a lost or found item to us, we will seek to connect you with the relevant Rider or Driver, including sharing actual contact information with your consent.

Shared Ride Riders. When Riders use a Lyft Shared ride, we share each Rider's name and profile picture to ensure safety. Riders may also see each other's pickup and drop-off locations as part of knowing the route while sharing the ride.

Rides Requested or Paid For by Others. Some rides you take may be requested or paid for by others. If you take one of those rides using your Lyft Business Profile account, a code or coupon, a corporate credit card linked to another account, or another user otherwise requests a ride for you, we may share some or all of your ride details with that other party, including the date, time, charge, rating given, region of trip, and pick up and drop off location of your ride.

Referral Programs. If you refer someone to the Lyft Platform, we will let them know that you generated the referral. If another user referred you, we may share information about your use of the Lyft Platform with that user. For example, a referral source may receive a bonus when you join the Lyft Platform or complete a certain number of rides and would receive such information.

B. Sharing With Third-Party Service Providers for Business Purposes

Depending on whether you're a Rider or a Driver, Lyft may share the following categories of your personal information for a business purpose (as we have done for the preceding 12 months) to provide you with a variety of the Lyft Platform's features and services:

- Personal identifiers, such as your name, address, email address, date of birth, government identification number (such as social security number), driver's license information, vehicle information, and car insurance information;
- Financial information, such as bank routing numbers, tax information, and any other payment information you provide us;

- Commercial information, such as ride information, Driver/Rider statistics and feedback, and Driver/Rider transaction history;
- Internet or other electronic network activity information, such as your IP address, type of browser, version of operating system, carrier and/or manufacturer, device identifiers, and mobile advertising identifiers; and
- Location data.

We disclose those categories of personal information to service providers to fulfill the following business purposes:

- Maintaining and servicing your Lyft account;
- Processing or fulfilling rides;
- Providing you customer service;
- Processing Rider transactions;
- Processing Driver applications and payments;
- Verifying the identity of users;
- Detecting and preventing fraud;
- Processing insurance claims;
- Providing Driver loyalty and promotional programs;
- Providing marketing and advertising services to Lyft;
- Providing financing;
- Providing requested emergency services;
- Providing analytics services to Lyft; and
- Undertaking internal research to develop the Lyft Platform.

C. For Legal Reasons and to Protect the Lyft Platform

We may share your personal information in response to a legal obligation, or if we have determined that sharing your personal information is reasonably necessary or appropriate to:

- Comply with any applicable federal, state, or local law or regulation, civil, criminal or regulatory inquiry, investigation or legal process, or enforceable governmental request;
- Respond to legal process (such as a search warrant, subpoena, summons, or court order);
- Enforce our Terms of Service;
- Cooperate with law enforcement agencies concerning conduct or activity that we reasonably and in good faith believe may violate federal, state, or local law; or
- Exercise or defend legal claims, protect against harm to our rights, property, interests, or safety or the rights, property, interests, or safety of you, third-parties, or the public as required or permitted by law.

D. In Connection with Sale or Merger

We may share your personal information while negotiating or in relation to a change of corporate control such as a restructuring, merger, or sale of our assets.

E. Upon Your Further Direction

With your permission or upon your direction, we may disclose your personal information to interact with a third party or for other purposes.

5. How We Store and Protect Your Information

We retain your information for as long as necessary to provide you and our other users the Lyft Platform. This means we keep your profile information for as long as you maintain an account. We retain transactional information such as rides and payments for at least seven years to ensure we can perform legitimate business functions, such as accounting for tax obligations. If you request account deletion, we will delete your information as set forth in the “Deleting Your Account” section below.

We take reasonable and appropriate measures designed to protect your personal information. But no security measures can be 100% effective, and we cannot guarantee the security of your information, including against unauthorized intrusions or acts by third parties.

6. Your Rights And Choices Regarding Your Data

As explained more below and on our [privacy homepage](#), Lyft provides ways for you to access and delete your personal information as well as exercise other data rights that give you certain control over your personal information.

A. All Users

Email Subscriptions. You can always unsubscribe from our commercial or promotional emails by clicking unsubscribe in those messages. We will still send you transactional and relational emails about your use of the Lyft Platform.

Text Messages. You can opt out of receiving commercial or promotional text messages by texting the word END to 46080 from the mobile device receiving the messages. You may also opt out of receiving all texts from Lyft (including transactional or relational messages) by texting the word STOPALL to 46080 from the mobile device receiving the messages. Note that opting out of receiving all texts may impact your use of the Lyft Platform. Drivers can also opt out of driver-specific messages by texting STOP in response to a driver SMS. To re-enable texts you can text START in response to an unsubscribe confirmation SMS.

Push Notifications. You can opt out of receiving push notifications through your device settings. Please note that opting out of receiving push notifications may impact your use of the Lyft Platform (such as receiving a notification that your ride has arrived).

Profile Information. You can review and edit certain account information you have chosen to add to your profile by logging in to your account settings and profile.

Location Information. You can prevent your device from sharing location information through your device's system settings. But if you do, this may impact Lyft's ability to provide you our full range of features and services.

Cookie Tracking. You can modify your cookie settings on your browser, but if you delete or choose not to accept our cookies, you may be missing out on certain features of the Lyft Platform.

Do Not Track. Your browser may offer you a "Do Not Track" option, which allows you to signal to operators of websites and web applications and services that you do not want them to track your online activities. The Lyft Platform does not currently support Do Not Track requests at this time.

Deleting Your Account. If you would like to delete your Lyft account, please visit our [privacy homepage](#). In some cases, we will be unable to delete your account, such as if there is an issue with your account related to trust, safety, or fraud. When we delete your account, we may retain certain information for legitimate business purposes or to comply with legal or regulatory obligations. For example, we may retain your information to resolve open insurance claims, or we may be obligated to retain your information as part of an open legal claim. When we retain such data, we do so in ways designed to prevent its use for other purposes.

B. California Residents

The California Consumer Privacy Act provides some California residents with the additional rights listed below. To exercise these rights see the "Exercising Your California Privacy Rights" section or visit our [privacy homepage](#).

Right to Know. You have the right to know and see what data we have collected about you over the past 12 months, including:

- The categories of personal information we have collected about you;
- The categories of sources from which the personal information is collected;
- The business or commercial purpose for collecting your personal information;
- The categories of third parties with whom we have shared your personal information; and
- The specific pieces of personal information we have collected about you.

Right to Delete. You have the right to request that we delete the personal information we have collected from you (and direct our service providers to do the same). There are a number of exceptions, however, that include, but are not limited to, when the information is necessary for us or a third party to do any of the following:

- Complete your transaction;
- Provide you a good or service;
- Perform a contract between us and you;
- Protect your security and prosecute those responsible for breaching it;
- Fix our system in the case of a bug;

- Protect the free speech rights of you or other users;
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et seq.);
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interests that adheres to all other applicable ethics and privacy laws;
- Comply with a legal obligation; or
- Make other internal and lawful uses of the information that are compatible with the context in which you provided it.

Other Rights. You can request certain information about our disclosure of personal information to third parties for their own direct marketing purposes during the preceding calendar year. This request is free and may be made once a year. You also have the right not to be discriminated against for exercising any of the rights listed above.

Exercising Your California Privacy Rights. To request access to or deletion of your personal information, or to exercise any other data rights under California law, please contact us using one of the following methods:

Website: You may visit our [privacy homepage](#) to authenticate and exercise rights via our website.

Email Webform: You may [write to us](#) to exercise rights. Please include your full name, email address, and phone number associated with your use of the Lyft Platform, along with why you are writing, so that we can process your request in an efficient manner.

To respond to some rights we will need to verify your request either by asking you to log in and authenticate your account or otherwise verify your identity by providing information about yourself or your account. Authorized agents can make a request on your behalf if you have given them legal power of attorney or you provide signed permission, verification of your identity, and confirmation that you provided the agent permission to submit the request.

Response Timing and Format. We aim to respond to a consumer request for access or deletion within 45 days of receiving that request. If we require more time, we will inform you of the reason and extension period in writing.

7. Children's Data

Lyft is not directed to children, and we don't knowingly collect personal information from children under the age of 13. If we find out that a child under 13 has given us personal information, we will take steps to delete that information. If you believe that a child under the age of 13 has given us personal information, please contact us at our [Help Center](#).

8. Links to Third Party Websites

The Lyft Platform may contain links to third-party websites. Those websites may have privacy policies that differ from ours. We are not responsible for those websites, and we recommend that you review their policies. Please contact those websites directly if you have any questions about their privacy policies.

9. Changes to This Privacy Policy

We may update this policy from time to time as the Lyft Platform changes and privacy law evolves. If we update it, we will do so online, and if we make material changes, we will let you know through the Lyft Platform or by some other method of communication like email. When you use Lyft, you are agreeing to the most recent terms of this policy.

10. Contact Us

If you have any questions or concerns about your privacy or anything in this policy, including if you need to access this policy in an alternative format, we encourage you to [contact us](#).

EXHIBIT D-02

Lyft Privacy Policy

Last Updated: January 1, 2020

At Lyft our mission is to improve people's lives with the world's best transportation, providing a platform to help you get from point A to point B. To do that, we need to collect, use, and share some of your personal information. This Privacy Policy is meant to help you understand how Lyft does that and how to exercise the choices and rights you have in your information.

Lyft's [privacy homepage](#) provides additional information about our commitment to respecting your personal information, including ways for you to access and delete that information.

The Scope of This Policy

This policy applies to all Lyft users, including Riders and Drivers (including Driver applicants), and to all Lyft platforms and services, including our apps, websites, features, and other services (collectively, the "Lyft Platform"). Please remember that your use of the Lyft Platform is also subject to our [Terms of Service](#).

The Information We Collect

When you use the Lyft Platform, we collect the information you provide, usage information, and information about your device. We also collect information about you from other sources like third party services, and optional programs in which you participate, which we may combine with other information we have about you. Here are the types of information we collect about you:

A. Information You Provide to Us

Account Registration. When you create an account with Lyft, we collect the information you provide us, such as your name, email address, phone number, birth date, and

payment information. You may choose to share additional info with us for your Rider profile, like your photo or saved addresses (e.g., home or work), and set up other preferences (such as your preferred pronouns).

Driver Information. If you apply to be a Driver, we will collect the information you provide in your application, including your name, email address, phone number, birth date, profile photo, physical address, government identification number (such as social security number), driver's license information, vehicle information, and car insurance information. We collect the payment information you provide us, including your bank routing numbers, and tax information. Depending on where you want to drive, we may also ask for additional business license or permit information. We may need additional information from you at some point after you become a Driver, including information to confirm your identity (like a photo).

Ratings and Feedback. When you rate and provide feedback about Riders or Drivers, we collect all of the information you provide in your feedback.

Communications. When you contact us or we contact you, we collect any information that you provide, including the contents of the messages or attachments you send us.

B. Information We Collect When You Use the Lyft Platform

Location Information. Great rides start with an easy and accurate pickup. The Lyft Platform collects location information (including GPS and WiFi data) differently depending on your Lyft app settings and device permissions as well as whether you are using the platform as a Rider or Driver:

- **Riders:** We collect your device's precise location when you open and use the Lyft app, including while the app is running in the background from the time you request a ride until it ends. Lyft also tracks the precise location of scooters and e-bikes at all times.
- **Drivers:** We collect your device's precise location when you open and use the app, including while the app is running in the background when it is in driver mode. We also collect precise location for a limited time after you exit driver mode in order to detect ride incidents, and continue collecting it until a reported or detected incident is no longer active.

Usage Information. We collect information about your use of the Lyft Platform, including ride information like the date, time, destination, distance, route, payment, and whether you used a promotional or referral code. We also collect information about your interactions with the Lyft Platform like our apps and websites, including the pages and content you view and the dates and times of your use.

Device Information. We collect information about the devices you use to access the Lyft Platform, including device model, IP address, type of browser, version of operating system, identity of carrier and manufacturer, radio type (such as 4G), preferences and settings (such as preferred language), application installations, device identifiers, advertising identifiers, and push notification tokens. If you are a Driver, we also collect mobile sensor data from your device (such as speed, direction, height, acceleration, deceleration, and other technical data).

Communications Between Riders and Drivers. We work with a third party to facilitate phone calls and text messages between Riders and Drivers without sharing either party's actual phone number with the other. But while we use a third party to provide the communication service, we collect information about these communications, including the participants' phone numbers, the date and time, and the contents of SMS messages. For security purposes, we may also monitor or record the contents of phone calls made through the Lyft Platform, but we will always let you know we are about to do so before the call begins.

Address Book Contacts. You may set your device permissions to grant Lyft access to your contact lists and direct Lyft to access your contact list, for example to help you refer friends to Lyft. If you do this, we will access and store the names and contact information of the people in your address book.

Cookies, Analytics, and Third Party Technologies. We collect information through the use of "cookies", tracking pixels, data analytics tools like [Google Analytics](#), SDKs, and other third party technologies to understand how you navigate through the Lyft Platform and interact with Lyft advertisements, to make your Lyft experience safer, to learn what content is popular, to improve your site experience, to serve you better ads on other sites, and to save your preferences. Cookies are small text files that web servers place on your device; they are designed to store basic information and to help websites and apps recognize your browser. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie

remains after you close your browser and may be accessed every time you use the Lyft Platform. You should consult your web browser(s) to modify your cookie settings. Please note that if you delete or choose not to accept cookies from us, you may miss out on certain features of the Lyft Platform.

C. Information We Collect from Third Parties

Third Party Services. Third party services provide us with information needed for core aspects of the Lyft Platform, as well as for additional services, programs, loyalty benefits, and promotions that can enhance your Lyft experience. These third party services include background check providers, insurance partners, financial service providers, marketing providers, and other businesses. We obtain the following information about you from these third party services:

- Information to make the Lyft Platform safer, like background check information for drivers;
- Information about your participation in third party programs that provide things like insurance coverage and financial instruments, such as insurance, payment, transaction, and fraud detection information;
- Information to operationalize loyalty and promotional programs, such as information about your use of such programs; and
- Information about you provided by specific services, such as demographic and market segment information.

Enterprise Programs. If you use Lyft through your employer or other organization that participates in one of our Lyft Business enterprise programs, we will collect information about you from those parties, such as your name and contact information.

Concierge Service. Sometimes another business or entity may order you a Lyft ride. If an organization has ordered a ride for you using our Concierge service, they will provide us your contact information and the pickup and drop-off location of your ride.

Referral Programs. Friends help friends use the Lyft Platform. If someone refers you to Lyft, we will collect information about you from that referral including your name and contact information.

Other Users and Sources. Other users or public or third-party sources such as law enforcement, insurers, media, or pedestrians may provide us information about you, for example as part of an investigation into an incident or to provide you support.

How We Use Your Information

We use your personal information to:

- Provide the Lyft Platform;
- Maintain the security and safety of the Lyft Platform and its users;
- Build and maintain the Lyft community;
- Provide customer support;
- Improve the Lyft Platform; and
- Respond to legal proceedings and obligations.

Providing the Lyft Platform. We use your personal information to provide an intuitive, useful, efficient, and worthwhile experience on our platform. To do this, we use your personal information to:

- Verify your identity and maintain your account, settings, and preferences;
- Connect you to your rides and track their progress;
- Calculate prices and process payments;
- Allow Riders and Drivers to connect regarding their ride and to choose to share their location with others;
- Communicate with you about your rides and experience;
- Collect feedback regarding your experience;
- Facilitate additional services and programs with third parties; and
- Operate contests, sweepstakes, and other promotions.

Maintaining the Security and Safety of the Lyft Platform and its Users.

Providing you a secure and safe experience drives our platform, both on the road and on our apps. To do this, we use your personal information to:

- Authenticate users;
- Verify that Drivers and their vehicles meet safety requirements;
- Investigate and resolve incidents, accidents, and insurance claims;

- Encourage safe driving behavior and avoid unsafe activities;
- Find and prevent fraud; and
- Block and remove unsafe or fraudulent users from the Lyft Platform.

Building and Maintaining the Lyft Community. Lyft works to be a positive part of the community. We use your personal information to:

- Communicate with you about events, promotions, elections, and campaigns;
- Personalize and provide content, experiences, communications, and advertising to promote and grow the Lyft Platform; and
- Help facilitate donations you choose to make through the Lyft Platform.

Providing Customer Support. We work hard to provide the best experience possible, including supporting you when you need it. To do this, we use your personal information to:

- Investigate and assist you in resolving questions or issues you have regarding the Lyft Platform; and
- Provide you support or respond to you.

Improving the Lyft Platform. We are always working to improve your experience and provide you with new and helpful features. To do this, we use your personal information to:

- Perform research, testing, and analysis;
- Develop new products, features, partnerships, and services;
- Prevent, find, and resolve software or hardware bugs and issues; and
- Monitor and improve our operations and processes, including security practices, algorithms, and other modeling.

Responding to Legal Proceedings and Requirements. Sometimes the law, government entities, or other regulatory bodies impose demands and obligations on us with respect to the services we seek to provide. In such a circumstance, we may use your personal information to respond to those demands or obligations.

How We Share Your Information

We do not sell your personal information. To make the Lyft Platform work, we may need to share your personal information with other users, third parties, and service providers. This section explains when and why we share your information.

A. Sharing Between Lyft Users

Riders and Drivers.

Rider information shared with Driver: Upon receiving a ride request, we share with the Driver the Rider's pickup location, name, profile photo, rating, Rider statistics (like approximate number of rides and years as a Rider), and information the Rider includes in their Rider profile (like preferred pronouns). Upon pickup and during the ride, we share with the Driver the Rider's destination and any additional stops the Rider inputs into the Lyft app. Once the ride is finished, we also eventually share the Rider's rating and feedback with the Driver. (We remove the Rider's identity associated with ratings and feedback when we share it with Drivers, but a Driver may be able to identify the Rider that provided the rating or feedback.)

Driver information shared with Rider: Upon a Driver accepting a requested ride, we will share with the Rider the Driver's name, profile photo, preferred pronouns, rating, real-time location, and the vehicle make, model, color, and license plate, as well as other information in the Driver's Lyft profile, such as information Drivers choose to add (like country flag and why you drive) and Driver statistics (like approximate number of rides and years as a Driver).

Although we help Riders and Drivers communicate with one another to arrange a pickup, we do not share your actual phone number or other contact information with other users. If you report a lost or found item to us, we will seek to connect you with the relevant Rider or Driver, including sharing actual contact information with your consent.

Shared Ride Riders. When Riders use a Lyft Shared ride, we share each Rider's name and profile picture to ensure safety. Riders may also see each other's pickup and drop-off locations as part of knowing the route while sharing the ride.

Rides Requested or Paid For by Others. Some rides you take may be requested or paid for by others. If you take one of those rides using your Lyft Business Profile account, a code or coupon, a corporate credit card linked to another account, or another user otherwise requests a ride for you, we may share some or all of your ride details with that other party, including the date, time, charge, rating given, region of trip, and pick up and drop off location of your ride.

Referral Programs. If you refer someone to the Lyft Platform, we will let them know that you generated the referral. If another user referred you, we may share information about your use of the Lyft Platform with that user. For example, a referral source may receive a bonus when you join the Lyft Platform or complete a certain number of rides and would receive such information.

B. Sharing With Third-Party Service Providers for Business Purposes

Depending on whether you're a Rider or a Driver, Lyft may share the following categories of your personal information for a business purpose (as we have done for the preceding 12 months) to provide you with a variety of the Lyft Platform's features and services:

- Personal identifiers, such as your name, address, email address, date of birth, government identification number (such as social security number), driver's license information, vehicle information, and car insurance information;
- Financial information, such as bank routing numbers, tax information, and any other payment information you provide us;
- Commercial information, such as ride information, Driver/Rider statistics and feedback, and Driver/Rider transaction history;
- Internet or other electronic network activity information, such as your IP address, type of browser, version of operating system, carrier and/or manufacturer, device identifiers, and mobile advertising identifiers; and
- Location data.

We disclose those categories of personal information to service providers to fulfill the following business purposes:

- Maintaining and servicing your Lyft account;

- Processing or fulfilling rides;
- Providing you customer service;
- Processing Rider transactions;
- Processing Driver applications and payments;
- Verifying the identity of users;
- Detecting and preventing fraud;
- Processing insurance claims;
- Providing Driver loyalty and promotional programs;
- Providing marketing and advertising services to Lyft;
- Providing financing;
- Providing requested emergency services;
- Providing analytics services to Lyft; and
- Undertaking internal research to develop the Lyft Platform.

C. For Legal Reasons and to Protect the Lyft Platform

We may share your personal information in response to a legal obligation, or if we have determined that sharing your personal information is reasonably necessary or appropriate to:

- Comply with any applicable federal, state, or local law or regulation, civil, criminal or regulatory inquiry, investigation or legal process, or enforceable governmental request;
- Respond to legal process (such as a search warrant, subpoena, summons, or court order);
- Enforce our Terms of Service;
- Cooperate with law enforcement agencies concerning conduct or activity that we reasonably and in good faith believe may violate federal, state, or local law; or
- Exercise or defend legal claims, protect against harm to our rights, property, interests, or safety or the rights, property, interests, or safety of you, third-parties, or the public as required or permitted by law.

D. In Connection with Sale or Merger

We may share your personal information while negotiating or in relation to a change of corporate control such as a restructuring, merger, or sale of our assets.

E. Upon Your Further Direction

With your permission or upon your direction, we may disclose your personal information to interact with a third party or for other purposes.

How We Store and Protect Your Information

We retain your information for as long as necessary to provide you and our other users the Lyft Platform. This means we keep your profile information for as long as you maintain an account. We retain transactional information such as rides and payments for at least seven years to ensure we can perform legitimate business functions, such as accounting for tax obligations. If you request account deletion, we will delete your information as set forth in the “Deleting Your Account” section below.

We take reasonable and appropriate measures designed to protect your personal information. But no security measures can be 100% effective, and we cannot guarantee the security of your information, including against unauthorized intrusions or acts by third parties.

Your Rights And Choices Regarding Your Data

As explained more below and on our [privacy homepage](#), Lyft provides ways for you to access and delete your personal information as well as exercise other data rights that give you certain control over your personal information.

A. All Users

Email Subscriptions. You can always unsubscribe from our commercial or promotional emails by clicking unsubscribe in those messages. We will still send you transactional and relational emails about your use of the Lyft Platform.

Text Messages. You can opt out of receiving commercial or promotional text messages by texting the word END to 46080 from the mobile device receiving the messages. You may also opt out of receiving all texts from Lyft (including transactional or relational messages) by texting the word STOPALL to 46080 from the mobile device receiving the messages. Note that opting out of receiving all texts may impact your use of the Lyft Platform. Drivers can also opt out of driver-specific messages by texting STOP in response to a driver SMS. To re-enable texts you can text START in response to an unsubscribe confirmation SMS.

Push Notifications. You can opt out of receiving push notifications through your device settings. Please note that opting out of receiving push notifications may impact your use of the Lyft Platform (such as receiving a notification that your ride has arrived).

Profile Information. You can review and edit certain account information you have chosen to add to your profile by logging in to your account settings and profile.

Location Information. You can prevent your device from sharing location information through your device's system settings. But if you do, this may impact Lyft's ability to provide you our full range of features and services.

Cookie Tracking. You can modify your cookie settings on your browser, but if you delete or choose not to accept our cookies, you may be missing out on certain features of the Lyft Platform.

Do Not Track. Your browser may offer you a "Do Not Track" option, which allows you to signal to operators of websites and web applications and services that you do not want them to track your online activities. The Lyft Platform does not currently support Do Not Track requests at this time.

Deleting Your Account. If you would like to delete your Lyft account, please visit our [privacy homepage](#). In some cases, we will be unable to delete your account, such as if there is an issue with your account related to trust, safety, or fraud. When we delete your account, we may retain certain information for legitimate business purposes or to comply with legal or regulatory obligations. For example, we may retain your information to resolve open insurance claims, or we may be obligated to retain your information as part of an open legal claim. When we retain such data, we do so in ways designed to prevent its use for other purposes.

B. California Residents

The California Consumer Privacy Act provides some California residents with the additional rights listed below. To exercise these rights see the “Exercising Your California Privacy Rights” section or visit our [privacy homepage](#).

Right to Know. You have the right to know and see what data we have collected about you over the past 12 months, including:

- The categories of personal information we have collected about you;
- The categories of sources from which the personal information is collected;
- The business or commercial purpose for collecting your personal information;
- The categories of third parties with whom we have shared your personal information; and
- The specific pieces of personal information we have collected about you.

Right to Delete. You have the right to request that we delete the personal information we have collected from you (and direct our service providers to do the same). There are a number of exceptions, however, that include, but are not limited to, when the information is necessary for us or a third party to do any of the following:

- Complete your transaction;
- Provide you a good or service;
- Perform a contract between us and you;
- Protect your security and prosecute those responsible for breaching it;
- Fix our system in the case of a bug;
- Protect the free speech rights of you or other users;
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et seq.);
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interests that adheres to all other applicable ethics and privacy laws;
- Comply with a legal obligation; or
- Make other internal and lawful uses of the information that are compatible with the context in which you provided it.

Other Rights. You can request certain information about our disclosure of personal information to third parties for their own direct marketing purposes during the preceding calendar year. This request is free and may be made once a year. You also have the right not to be discriminated against for exercising any of the rights listed above.

Exercising Your California Privacy Rights. To request access to or deletion of your personal information, or to exercise any other data rights under California law, please contact us using one of the following methods:

Website: You may visit our [privacy homepage](#) to authenticate and exercise rights via our website.

Email Webform: You may [write to us](#) to exercise rights. Please include your full name, email address, and phone number associated with your use of the Lyft Platform, along with why you are writing, so that we can process your request in an efficient manner.

Response Timing and Format. We aim to respond to a consumer request for access or deletion within 45 days of receiving that request. If we require more time, we will inform you of the reason and extension period in writing.

Children's Data

Lyft is not directed to children, and we don't knowingly collect personal information from children under the age of 13. If we find out that a child under 13 has given us personal information, we will take steps to delete that information. If you believe that a child under the age of 13 has given us personal information, please contact us at our [Help Center](#).

Links to Third Party Websites

The Lyft Platform may contain links to third-party websites. Those websites may have privacy policies that differ from ours. We are not responsible for those websites, and we recommend that you review their policies. Please contact those websites directly if you have any questions about their privacy policies.

Changes to This Privacy Policy

We may update this policy from time to time as the Lyft Platform changes and privacy law evolves. If we update it, we will do so online, and if we make material changes, we will let you know through the Lyft Platform or by some other method of communication like email. When you use Lyft, you are agreeing to the most recent terms of this policy.

Contact Us

If you have any questions or concerns about your privacy or anything in this policy, including if you need to access this policy in an alternative format, we encourage you to [contact us](#).

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Cookies information

The Economist Group's Cookie Policy

The Economist Group operates a strict [Privacy Policy](#) around the world. We are committed to being transparent about how we use Cookies on The Economist Group's sites and the technologies that underpin their collection and usage.

Why Cookies are important

Cookies help make your online experience more efficient and relevant to your interests. For instance, they are used to remember your preferences on sites you visit often, to remember your user ID and the contents of your shopping baskets, and to help you navigate between pages more efficiently.

Please read below for more detail.

[What is a Cookie?](#)

[Other technologies linked to Cookies](#)

[What types of Cookies and other technologies does The Economist Group use and why?](#)

[Google Analytics](#)

[How can I delete or opt out of Cookies?](#)

[Frequently Asked Questions](#)

[Changes and updates to our Cookie Policy](#)

What is a Cookie?

A Cookie is a small file, or files on your computer, phone, or other device with a browser to save snippets of text for reference by the website you are visiting.

All Cookies have expiration dates in them that determine how long they stay in your browser:

- **Session Cookies** - these are temporary Cookies that expire (and are automatically erased) whenever you close your browser. For example, we use session Cookies to grant access to content and enable commenting (things you have to login to do).
- **Persistent Cookies** - these usually have an expiration date and so stay in your browser until they expire, or until you manually delete them. For example we use persistent Cookies for functionality including not re-showing the cookie banner when you've made your choice. We also use persistent Cookies to better understand usage patterns so that we can improve the site for our customers.

We've included more details below to help you understand what kinds of Cookies and other technologies we use.

Other technologies linked to Cookies

There are other technologies which can seem similar to Cookies, but are not the same, including pixels and site tags. These pixels or tags can be used to retrieve information such as your device type or operating system, IP address, time of visit, etc. (Please see our [Privacy Policy](#) for more details on the types of information that may be collected.) They are sometimes used to create or access the Cookies on your browser, but are not Cookies themselves. Only Cookies which you can control will appear in the Cookie consent tool.

What types of Cookies does The Economist Group use and why?

Cookies are grouped into the following categories:

1. **Essential** - these are Cookies that are required for the regular operation of our websites. For example, some Cookies allow us to ensure that people can access the subscription pages in the correct region and language for them, access the log-in pages, or carry out fraud detection and security checks (along with other similar things). These are essential for the website to work properly.
2. **Functional** - these remember your preferences, and are intended to make your experience on our websites better for you. For example, a functional Cookie is used to remember your log-in details securely this makes it possible for users and subscribers to return to our sites without having to log in every time. We also use a functional Cookie to remember your Cookie preferences from our Cookie consent tool.
3. **Analytics** - these Cookies are used for performance measurement to understand things including how many people visit our websites, how they navigate our sites, and what content is popular. This allows us to improve your experience with us. Full details of the Cookies we use for analytics purposes can be found in our Cookie consent tool.

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4. **Advertising** - these Cookies enable us and our advertising partners to serve you with relevant advertisements that we think will interest you (often called behavioural advertising). You might see these advertisements on our sites including economist.com or on other sites you visit. These Cookies record your visit to our website and the content you interact with, and may also be used to manage the number of times that you see an advertisement. They may be placed by us, or by advertising partners with our permission.

5. **Marketing** - these Cookies enable us to track your online activity to help us deliver The Economist Group advertising and to limit how many times you see these adverts.

To ensure compliance with our policies, we restrict the use of third-party Cookies to trusted partners of The Economist Group. For example, we currently allow partners including:

- JW Player, Youtube, Brightcove for our multimedia platform, Google Ad Manager and Doubleclick (Google) for our advertising platform;
- We also use third party information from third party sources to enable us to deliver advertising. Establishing a particular audience demographic allows us to target advertising based on browsing behaviour stored in a Cookie. These sources are validated by the third party, not by us.

Below you'll find information and a link to our Cookie consent tool to help you manage your Cookie preferences.

Google Analytics

We use Google Analytics to understand the traffic to our sites. You can see how Google Analytics (one of our analytics tools) uses Cookie information when you use our partners' sites by visiting www.google.com/policies/privacy/partners, or any other URL Google may provide from Time-to-time.

How can I delete or opt-out of Cookies?

You can opt out of Cookies at any time by using our Cookie consent tool. This tool includes additional detail on the types of Cookies used, what information is being collected and for what purpose. It also includes links to the Privacy Policies for each individual Cookie, giving you the option to allow or block as you choose. When you reference any one of these Privacy Policies you'll find more information on the controls available to you, and your rights with respect to the personal information that these third parties access, collect and use about you. Please note that we are not responsible for the content of other external websites. Your Cookie consent preferences are accessible at any time at the bottom of all Economist Group website pages.

Alternatively, the following websites provide some useful information on how to do this, as well as about your rights under current data protection and privacy regulations.

For more information, please go to:

<http://www.youronlinechoices.eu> if you are based in the EU; or

<http://www.aboutads.info/choices/> if you are based in the US.

To opt out of Cookies from Google: <https://www.google.com/settings/ads>

If you want to delete or disable other Cookies, see: <http://www.allaboutcookies.org>

Frequently Asked Questions

Will I be able to access content if I disable Cookies?

You can still browse our sites with Cookies disabled, although some functions may not work. For example if you choose not to allow Cookies when you first visit our websites and/or subsequently opt out of Cookies, then because of the fact we're unable to recognise you when you come back to the site, you'll be asked again to set your Cookie preferences.

How long will Cookies last for?

We limit the lifetime of our Cookies to a maximum of 13 months as required by law and so you will be asked about your Cookie preferences again no later than 13 months since the last time we asked you. If you do allow Cookies, then you consent to the use of Cookies as described in this policy.

If I disable Cookies will I still see advertisements?

Yes, but these will no longer be specific to you, your personal interests or browsing behaviours. You can consent to some or all Cookies at any time (even if you have previously said no to Cookies) by going to our Cookie consent tool.

How do I manage my Cookie preferences?

You can manage your Cookie preferences and consent to some or all Cookies at any time (even if you have previously said no) by going to our Cookie consent tool.

Changes to this Policy

From Time-to-time, we may make changes to the Privacy Policy and this Cookie policy. This may be in relation to changes in the law, best practice or changes in our services. These changes will be reflected in this statement, so you should check here from time to time.

Last update: 5th October 2020

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Cookies information

The Economist Group's Cookie Policy

The Economist Group operates a strict Privacy Policy around the world. We are committed to being transparent about how we use Cookies on The Economist Group's sites and the technologies that underpin their collection and usage.

Why Cookies are important

Cookies help make your online experience more efficient and relevant to your interests. For instance, they are used to remember your preferences on sites you visit often, to remember your user ID and the contents of your shopping baskets, and to help you navigate between pages more efficiently.

Please read below for more detail.

[What is a Cookie?](#)

[Other technologies linked to Cookies](#)

[What types of Cookies and other technologies does The Economist Group use and why?](#)

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What is a Cookie?

A Cookie is a small file, or files on your computer, phone, or other device with a browser to save snippets of text for reference by the website you are visiting.

All Cookies have expiration dates in them that determine how long they stay in your browser:

- **Session Cookies** - these are temporary Cookies that expire (and are automatically erased) whenever you close your browser. For example, we use session Cookies to grant access to content and enable commenting (things you have to login to do).
- **Persistent Cookies** - these usually have an expiration date and so stay in your browser until they expire, or until you manually delete them. For example we use persistent Cookies for functionality including the "Stay logged-in" tick box. We also use persistent Cookies to better understand usage patterns so that we can improve the site for our customers.

We've included more details below to help you understand what kinds of Cookies and other technologies we use.

Other technologies linked to Cookies

There are other technologies which can seem similar to Cookies, but are not the same, including pixels and site tags. These pixels or tags can be used to retrieve information such as your device type or operating system, IP address, time of visit, etc. (Please see our Privacy Policy for more details on the types of information that may be collected.) They are sometimes used to create or access the Cookies on your browser, but are not Cookies themselves. Only Cookies which you can control will appear in the Cookie consent tool.

What types of Cookies does The Economist Group use and why?

Cookies are grouped into the following categories:

1. **Essential** - these are Cookies that are required for the regular operation of our websites. For example, some Cookies allow us to ensure that people can access the subscription pages in the correct region and language for them, access the log-in pages, or carry out fraud detection and security checks (along with other similar things). These are essential for the website to work properly.
2. **Functional** - these remember your preferences, and are intended to make your experience on our websites better for you. For example, a functional Cookie is used to remember your log-in details securely if you have ticked the "Stay logged-in" box. This makes it possible for users and subscribers to return to our sites without having to log in every time. We also use a functional Cookie to remember your Cookie preferences from our Cookie consent tool.
3. **Analytics** - these Cookies are used for performance measurement to understand things including how many people visit our websites, how they navigate our sites, and what content

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popular. This allows us to improve your experience with us. Full details of the Cookies we use for analytics purposes can be found in our Cookie consent tool. Additionally, you can see how Google Analytics (one of our analytics tools) uses Cookie information when you use our partners' sites by visiting www.google.com/policies/privacy/partners, or any other URL Google may provide from Time-to-time.

4. **Advertising** - these Cookies enable us and our advertising partners to serve you with relevant advertisements that we think will interest you (often called behavioural advertising). You might see these advertisements on our sites including economist.com or on other sites you visit. These Cookies record your visit to our website and the content you interact with, and may also be used to manage the number of times that you see an advertisement. They may be placed by us, or by advertising partners with our permission.

To ensure compliance with our policies, we restrict the use of third-party Cookies to trusted partners of The Economist Group. For example, we currently allow partners including:

- JW Player, Youtube, Brightcove for our multimedia platform, and Doubleclick (Google) for our advertising platform;
- We also use third party information from third party sources to enable us to deliver advertising. Establishing a particular audience demographic allows us to target advertising based on browsing behaviour stored in a Cookie. These sources are validated by the third party, not by us.

Below you'll find information and a link to our Cookie consent tool to help you manage your Cookie preferences.

How can I delete or opt-out of Cookies?

You can opt out of Cookies at any time by using our Cookie consent tool. This tool includes additional detail on the types of Cookies used, what information is being collected and for what purpose. It also includes links to the Privacy Policies for each individual Cookie, giving you the option to allow or block as you choose. When you reference any one of these Privacy Policies you'll find more information on the controls available to you, and your rights with respect to the personal information that these third parties access, collect and use about you. Please note that we are not responsible for the content of other external websites. Your Cookie consent preferences are accessible at any time at the bottom of all Economist Group website pages.

Alternatively, the following websites provide some useful information on how to do this, as well as about your rights under current data protection and privacy regulations.

For more information, please go to:

<http://www.youronlinechoices.eu> if you are based in the EU; or

<http://www.aboutads.info/choices/> if you are based in the US.

To opt out of Cookies from Google: <https://www.google.com/settings/ads>

If you want to delete or disable other Cookies, see: <http://www.allaboutcookies.org>

Frequently Asked Questions

Will I be able to access content if I disable Cookies?

You can still browse our sites with Cookies disabled, although some functions may not work. For example, ticking the "Stay logged-in" box at log-in will not actually keep you logged in to the site unless you have enabled Cookies. If you choose not to allow Cookies when you first visit our websites and/or subsequently opt out of Cookies, then because of the fact we're unable to recognise you when you come back to the site, you'll be asked again to set your Cookie preferences.

How long will Cookies last for?

We limit the lifetime of our Cookies to a maximum of 13 months as required by law and so you will be asked about your Cookie preferences again no later than 13 months since the last time we asked you. If you do allow Cookies, then you consent to the use of Cookies as described in this policy.

If I disable Cookies will I still see advertisements?

Yes, but these will no longer be specific to you, your personal interests or browsing behaviours. You can consent to some or all Cookies at any time (even if you have previously said no to Cookies) by going to our Cookie consent tool.

How do I manage my Cookie preferences?

You can manage your Cookie preferences and consent to some or all Cookies at any time (even if you have previously said no) by going to our Cookie consent tool.

Changes to this Policy

From Time-to-time, we may make changes to the Privacy Policy and this Cookie policy. This may be in relation to changes in the law, best practice or changes in our services. These changes will be reflected in this statement, so you should check here from time to time.

Last update: May 18th 2018

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**THE TIMES AND YOUR DATA**

Cookie Policy

The New York Times Company Cookie Policy**Last revised on December 10, 2020**

This Cookie Policy explains how we use cookies and similar tracking methods (such as pixels, SDKs, JavaScript, device identifiers, etc., which we refer to as “trackers”) when you visit our site. “Our site” means our websites, emails, apps and other services that link to this Cookie Policy. For a complete list of our cookie policies covering all Times properties, visit this page.

This policy explains what various tracking methods are, and why they are used. It also explains your right to control their use.

We may change this Cookie Policy at any time. Check the “last revised” date at the top of this page to see when this Cookie Policy was last revised. Any change becomes effective when we post the revised Cookie Policy on or through our site.

If you have any questions, please contact us by email at privacy@nytimes.com. You can also write to us: The New York Times Company, 620 Eighth Avenue, New York, N.Y. 10018, attn.: Privacy Counsel.



1. What Is a Tracker?

We use a variety of tracker methods; six of the main types are explained below.

A) Cookies

A cookie is a small string of text that a website (or online service) stores on a user's browser. It saves data on your browser about your visit to our site or other sites. It often includes a unique identifier (e.g., cookie #123).

"First-party cookies" are cookies set by us (or on our behalf) on our site. "Third-party cookies" are cookies set by other companies whose functionality is embedded into our site (e.g., google.com).

"Session cookies" are temporary cookies stored on your device while you visit our site. They expire when you close your browser. "Persistent cookies" are stored on your browser for a period of time after you leave our site. Persistent cookies expire on a set expiration date, or when they are deleted manually.

You can choose whether to accept cookies by editing your browser settings. However, if cookies are refused, your experience on our site may be worse, and some features may not work as intended.

B) Pixels

Pixels (also known as "web beacons," "GIFs" or "bugs") are one-pixel transparent images located on web pages or messages. They track whether you have opened these web pages or messages. Upon firing, a pixel logs a visit to the current page or message and may read or set cookies.

Pixels often rely on cookies to work, so turning off cookies can impair them. But even if you turn off cookies, pixels can still detect a web page visit.

C) Javascript

JavaScript is a programming language. It can be used to write trackers that, when embedded into a page, allow us to measure how you interact with our site and other sites.

D) Software Development Kits (or SDKs)

SDKs are pieces of code provided by our digital vendors (e.g., third-party advertising companies, ad networks and analytics providers) in our mobile apps to collect and analyze certain device and user data.

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E) Device Identifiers

Device identifiers are user-resettable identifiers comprised of numbers and letters. They are unique to a specific device. They are stored directly on the device. These include Apple's ID For Advertisers (IDFA) and Google's Android Advertising ID (AAID). They are used to recognize you and/or your device(s) on, off and across different apps and devices for marketing and advertising purposes.

F) ID Syncing

In order to decide what type of ad might interest you, our digital and marketing vendors sometimes link data — inferred from your browsing of other sites or collected from other sources — using a method known as "ID syncing" or "cookie syncing." To do this, they match the tracker ID they have assigned to you with one or more tracker IDs that are held in another company's database and that are likely also associated with you. Any of the linked trackers may have certain interests and other demographic information attributed to it. That information is then used to determine which ad to show you.

Back to top**2. What Trackers Do We Use?**

Below is a list of the types of trackers that appear on our site.

Essential Trackers

Essential trackers are required for our site to operate. They allow you to navigate our site and use its services and features (e.g., cookies that help you stay logged in). Without essential trackers, our site will not run smoothly; in fact, our site (or certain services or features) might not even be available to you simply because of technical limitations.

Preference Trackers

Preference trackers allow us to store information about your choices, settings and preferences. They also help us recognize you when you return to our site, remember your language settings (among others) and customize our site accordingly. They are not essential to the functioning of our site.

Analytics Trackers

Analytics trackers collect or use information about your site use, which helps us improve our site. Among the uses of analytics trackers are to show us which pages are most frequently visited, help us record difficulties you have with our site, track subscription purchases and behaviors leading to subscription purchases, and measure how well ads perform.

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These trackers add up our readers' visits to show us larger patterns in our audience. We look at these larger patterns to analyze site traffic.

Marketing Trackers

These trackers help us determine which ads to show you for Times properties — both on our site and on other sites. To do this, these trackers use information about your behavior on various sites to target our ads.

These trackers allow us to limit the number of times you see our ad across your devices. They help us personalize the ads we show you. They also enable us to measure the effectiveness of our marketing campaigns (e.g., measure if you subscribe after seeing our ads).

Advertising Trackers

Advertising trackers help us determine which ads from third parties are selected for you. Some of these trackers collect or use information about your behavior on various sites to aid this targeting. These trackers sometimes limit the number of times you see an ad, make an ad more relevant to you or measure the effectiveness of an ad campaign.

In the European Economic Area (E.E.A.), advertising is not personalized or targeted by third parties through personal data given to them. Instead, the ads you see are either not personalized, or personalized using only information that we have about you and that is not shared with third parties.

We work with advertisers, ad agencies and other vendors to serve these ads. The ads served can include additional trackers.

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3. How Do I Manage Trackers?



When you first come to our site, you may receive a notification that trackers are present. By clicking or tapping “accept,” you agree to the use of these trackers as described here.

You can manage your tracker settings by opting out of specific (or all) trackers.

In addition to the options above, you can refuse or accept trackers from our site (or any other site) in your browser's settings. If you refuse trackers, you might not be able to sign in or use other tracker-dependent features of our site.

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Most browsers automatically accept cookies, but this is typically something you can adjust. Information for each browser can be found in the links below:

- **Safari on desktop and Safari Mobile (iPhone and iPads):** Note that, by default, Safari is engineered to protect you from being tracked from site to site unless you disable Intelligent Tracking Prevention (ITP).
- **Firefox:** By default, Firefox protects you from cross-site tracking so long as you have not disabled Enhanced Tracking Protection (ETP). There is therefore less need to manage cookies to protect your privacy.
- **Chrome**
- **Microsoft Edge:** Enabling tracking prevention with Edge will protect you from being tracked between sites, such that there will be less of a need to manage your cookies in order to protect your privacy.
- **Samsung Internet Browser**
- **Brave:** Brave has several mechanisms to keep you from being tracked online, but you can **change your privacy settings** if you wish to have greater control over its decisions.

For more information about other browsers, please refer to this **“All About Cookies” guide**.

To opt out of Google Analytics data collection, follow **these Google instructions**.

To reset your device identifier, follow **Google instructions** and **Apple instructions**.

The third-party advertisers, ad agencies and other vendors with which we work may be members of the Network Advertising Initiative, the Digital Advertising Alliance Self-Regulatory Program for Online Behavioural Advertising and/or the European Digital Advertising Alliance. To opt out of interest-based advertising from the participating companies, please visit **AboutAds.info** or **the European Digital Advertising Alliance** for laptops and **NAI Mobile Choices** or **AppChoices** for mobile devices. Note that opting out through these channels does not mean you will no longer see ads. You will still receive other types of ads from these companies, and any type of ad from nonparticipating companies. The sites you visit may still collect your information for other purposes.

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THE TIMES AND YOUR DATA

Cookie Policy

The New York Times Company Cookie Policy

Last revised on June 30, 2020

This Cookie Policy explains how we use cookies and similar tracking methods (such as pixels, SDKs, JavaScript, device identifiers, etc., which we refer to as “trackers”) when you visit our site. “Our site” means our websites, emails, apps and other services that link to this Cookie Policy. For a complete list of our cookie policies covering all Times properties, [visit this page](#).

This policy explains what various tracking methods are, and why they are used. It also explains your right to control their use.

We may change this Cookie Policy at any time. Check the “last revised” date at the top of this page to see when this Cookie Policy was last revised. Any change becomes effective

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If you have any questions, please contact us by email at privacy@nytimes.com. You can also write to us: The New York Times Company, 620 Eighth Avenue, New York, N.Y. 10018, attn.: Privacy Counsel.



1. What Is a Tracker?



We use a variety of tracker methods; six of the main types are explained below.

A) Cookies

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"First-party cookies" are cookies set by us (or on our behalf) on our site. "Third-party cookies" are cookies set by other companies whose functionality is embedded into our site (e.g., google.com).

"Session cookies" are temporary cookies stored on your device while you visit our site. They expire when you close your browser. "Persistent cookies" are stored on your browser for a period of time after you leave our site. Persistent cookies expire on a set expiration date, or when they are deleted manually.

You can choose whether to accept cookies by editing your browser settings. However, if cookies are refused, your experience on our site may be worse, and some features may not work as intended.

B) Pixels

Pixels (also known as "web beacons," "GIFs" or "bugs") are one-pixel transparent images located on web pages or messages. They track whether you have opened these web pages or messages. Upon firing, a pixel logs a visit to the current page or message and may read or set cookies.

Pixels often rely on cookies to work, so turning off cookies can impair them. But even if you turn off cookies, pixels can still detect a web page visit.

C) Javascript

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D) Software Development Kits (or SDKs)

SDKs are pieces of code provided by our digital vendors (e.g., third-party advertising companies, ad networks and analytics providers) in our mobile apps to collect and analyze certain device and user data.

E) Device Identifiers

Device identifiers are user-resettable identifiers comprised of numbers and letters. They are unique to a specific device. They are stored directly on the device. These include Apple's ID For Advertisers (IDFA) and Google's Android Advertising ID (AAID). They are used to recognize you and/or your devices(s) on, off and across different apps and devices for marketing and advertising purposes.

F) ID Synching

In order to decide what type of ad might interest you, our digital and marketing vendors sometimes link data — inferred from your browsing of other sites or collected from other sources — using a method known as “ID synching” or “cookie synching.” To do this, they match the tracker ID they have assigned to you with one or more tracker IDs that are held in another company's database and that are likely also associated with you. Any of the linked trackers may have certain interests and other demographic information attributed to it. That information is then used to determine which ad to show you.

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2.

What Trackers Do We Use?



Below is a list of the types of trackers that appear on our site.

Essential Trackers

Essential trackers are required for our site to operate. They allow you to navigate our site and use its services and features (e.g., cookies that help you stay logged in). Without essential trackers, our site will not run smoothly; in fact, our site (or certain services or features) might not even be available to you simply because of technical limitations.

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Preference trackers allow us to store information about your choices, settings and preferences. They also help us recognize you when you return to our site, remember your language settings (among others) and customize our site accordingly. They are not essential to the functioning of our site.

Analytics Trackers

Analytics trackers collect or use information about your site use, which helps us improve our site. Among the uses of analytics trackers are to show us which pages are most frequently visited, help us record difficulties you have with our site, track subscription purchases and behaviors leading to subscription purchases, and measure how well ads perform.

These trackers add up our readers' visits to show us larger patterns in our audience. We look at these larger patterns to analyze site traffic.

Marketing Trackers

These trackers help us determine which ads to show you for Times properties — both on our site and on other sites. To do this, these trackers use information about your behavior on various sites to target our ads.

These trackers allow us to limit the number of times you see our ad across your devices. They help us personalize the ads we show you. They also enable us to measure the effectiveness of our marketing campaigns (e.g., measure if you subscribe after seeing our ads).

Advertising Trackers

Advertising trackers help us determine which ads from third parties are selected for you. Some of these trackers collect or use information about your behavior on various sites to aid this targeting. These trackers sometimes limit the number of times you see an ad, make an ad more relevant to you or measure the effectiveness of an ad campaign.

In the European Economic Area (E.E.A.), advertising is not personalized or targeted by third parties through personal data given to them. Instead, the ads you see are either not personalized, or personalized using only information that we have about you and that is not shared with third parties.

We work with advertisers, ad agencies and other vendors to serve these ads. The ads served can include additional trackers.

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How Do I Manage Trackers?

When you first come to our site, you may receive a notification that trackers are present. By clicking or tapping “accept,” you agree to the use of these trackers as described here.

You can manage your tracker settings by opting out of specific (or all) trackers.

In addition to the options above, you can refuse or accept trackers from our site (or any other site) in your browser’s settings. If you refuse trackers, you might not be able to sign in or use other tracker-dependent features of our site.

Most browsers automatically accept cookies, but this is typically something you can adjust. Information for each browser can be found in the links below:

- [Safari on desktop](#) and [Safari Mobile \(iPhone and iPads\)](#): Note that, by default, Safari is engineered to protect you from being tracked from site to site unless you disable Intelligent Tracking Prevention (ITP).
- [Firefox](#): By default, Firefox protects you from cross-site tracking so long as you have not disabled Enhanced Tracking Protection (ETP). There is therefore less need to manage cookies to protect your privacy.
- [Chrome](#)
- [Microsoft Edge](#): Enabling tracking prevention with Edge will protect you from being tracked between sites, such that there will be less of a need to manage your cookies in order to protect your privacy.
- [Samsung Internet Browser](#)
- Brave: Brave has several mechanisms to keep you from being tracked online, but you can [change your privacy settings](#) if you wish to have greater control over its decisions.

For more information about other browsers, please refer to this [“All About Cookies” guide](#).

To opt out of Google Analytics data collection, follow [these Google instructions](#).

To reset your device identifier, follow [Google instructions](#) and [Apple instructions](#).

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Behavioural Advertising and/or the European Digital Advertising Alliance. To opt out of interest-based advertising from the participating companies, please visit [AboutAds.info](#) or [the European Digital Advertising Alliance](#) for laptops and [NAI Mobile Choices](#) or [AppChoices](#) for mobile devices. Note that opting out through these channels does not mean you will no longer see ads. You will still receive other types of ads from these companies, and any type of ad from nonparticipating companies. The sites you visit may still collect your information for other purposes.

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Privacy Policy

What is Personal Information?

What do we collect and Why do we use it?

Why do you ask for my date of birth?

Why do we collect and use your email?

What can other Wattpad users see?

How do we share your Personal Information?

Where do we store your Personal Information?

Access to your personal information

How does Wattpad protect my Personal Information?

What happens to your Personal Information when you leave Wattpad?

Non-personal information

Changes

How to contact us

Privacy Policy

Last Revised: May 25, 2018

(Click here to see previous version (<https://support.wattpad.com/hc/en-us/articles/200774224-Privacy-Policy>))

If you are a California resident, please see our California Resident Privacy Notice (</privacy/ccpa>) for supplemental information and disclosures regarding rights of California residents

At Wattpad Corp. (“**Wattpad**” “**we**” or “**us**”), we are committed to protecting your privacy and keeping your information safe. Wattpad processes information about you in a few different ways. This Privacy Policy explains how we collect, use, disclose and keep information that can identify you (“**Personal Information**”) when you create a Wattpad account and use [wattpad.com](https://www.wattpad.com) (the “**Site**”), or our mobile applications, to post content to the Wattpad community, including stories you create, comments and messages (the “**Services**”).

Note that our Terms of Service (</terms>) apply to this Privacy Policy. By creating an account with Wattpad, using the Services, or submitting any Personal Information via the Services, you are consenting to the collection, use and disclosure of your Personal Information as described below in this Privacy Policy. If you do not consent to the use of your Personal Information in these ways, please stop using the Services.

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Wattpad Policies

This is important; we hope you will take time to read it carefully.

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What is Personal Information?

"Personal Information" is any information that can identify you. This may include, but is not limited to, your name, mailing address, telephone number, email address, Internet Protocol ("IP") address, age, gender, marital status, health information, financial status, credit card information and credit history.

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What do we collect and Why do we use it?

If you're just browsing our Site, we don't collect any Personal Information about you. In order for you to create an account with Wattpad and use our Services, we need to collect and process some Personal Information. Depending on your use of the Services, that may include:

What we collect:

Information that is necessary for the use of our Services, such as your username, email address, date of birth, and password.

If you register for Wattpad via third parties like Facebook and Google, they send us information that is necessary for your use of our Services, such as your name, email address, gender and birthdate.

We use this Personal Information to:

- Create your Wattpad account and provide you with our Services
- Identify you across the Services (e.g. when you sign in, post a story, or make a comment)
- Make age appropriate content available to you
- Provide you with technical support services
- Communicate with you (e.g. letting you know about upcoming changes or improvements)
- Send you marketing emails, unless you opt-out
- Display the information as part of your Wattpad profile
- Calculate anonymous, aggregate statistics to better understand our users, improve our Services, and develop new features

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What we collect:

Information you choose to give to us, such as your real name, gender, and location.

We use this Personal Information to:

- Display the information as part of your Wattpad profile
- Calculate anonymous, aggregate statistics to better understand our users, improve our Services, and develop new features

What we collect:

Information we automatically collect from your use of our Services, including:

- IP address
- Cookie data
- Device information
- Browser type
- Operating system
- Pages visited
- Actions performed e.g. voting

We use this Personal Information to:

- Personalize and customize your story discovery experience
- Measure your use and overall satisfaction with our Services
- Calculate anonymous, aggregate statistics to better understand our users, improve our Services, and develop new features
- Investigate and prevent reported issues, illegal activity, and breaches of our terms of service
- Help prevent spam, fraud, abuse, and other prohibited activity
- Display relevant, tailored advertisements and improve your ad experience, except where your separate consent is required
- For security purposes

We treat the personal information above as private by default, so it won't be displayed on the Site (unless you choose to publicly display applicable information via your account settings), revealed to other Wattpad users, or rented or sold to anyone unless the data has been anonymized. For more information on how signing up to the Wattpad community through third-party social media platforms works, visit our Signing up with Facebook/Google+ article (<https://support.wattpad.com/hc/en-us/articles/201456610-Linked-Accounts>).

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Except for your email address, which is required to create your Wattpad account, you can always opt not to disclose any Personal Information to us, but then you may be unable to use certain features on the Services. For more information, visit our Account Privacy article (<https://support.wattpad.com/hc/en-us/articles/208111096-Account-Privacy>) .

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Why do you ask for my date of birth?

Children under 13 are not permitted to use Wattpad, and so this Privacy Policy makes no provision for their use of Wattpad Services.

If you are a parent or guardian and learn that your minor child has provided us with Personal Information without your consent, please contact us using the details below.

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Why do we collect and use your email?

We use email as an important way to communicate with you. You can manage your email notification preferences, such as messages and follower alerts, by adjusting your preferences in the Notifications section of your account Settings. You may also opt out or unsubscribe from any future email communications from within a link provided in each email we send you. However, please note that in all cases you will continue to receive all system e-mails (e.g. those regarding forgotten user passwords) and legal notices (e.g. updates to our policies) from us.

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What can other Wattpad users see?

Our Services are designed to help you share information with the Wattpad community. Any personal information that you voluntarily choose to include in a publicly accessible area of the Service will be available to anyone who has access to that content (including other Wattpad users), such as your username, name, the description you create, and your location, as well as the messages you post, whether on your profile, on our forums or to other users, and the lists you create, people you follow, stories you write, and many other bits of information that result from your use of the Services.

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We may use this information to make inferences, like what topics you may be interested in, to develop new products and services for the Wattpad community, and to customize the content we show you, including ads. Our default is almost always to make the information you provide through Wattpad public to the rest of the Wattpad community, but we generally give you features, like direct messages, to make the information more private if you want.

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How do we share your Personal Information?

We may share your Personal Information with third-party service providers, but only where it's necessary to provide any of the Services to you (e.g., email providers, server providers, etc.). When we share data with third-party services that support our delivery of the Services, we require that they protect your Personal Information to the same standards we do.

We do not and will not release, rent or sell your Personal Information, except in the following very limited situations:

- To comply with an applicable law (including investigations of any crime), regulation, legal process or enforceable governmental request;
- To enforce or apply our Terms of Use and other policies, including investigation of potential violations;
- To protect the rights, property, or safety of Wattpad, our employees, our users, or the public;
- If Wattpad is involved in a merger, acquisition or asset sale, in which case we will continue to ensure the confidentiality of any Personal Information and give affected users notice before Personal Information is transferred or becomes subject to a different privacy policy.

We never post anything to your Facebook or other third-party accounts without your permission.

Some application features use YouTube's API Services, this usage is covered by Google's Privacy Policy (<http://www.google.com/policies/privacy>).

- Wattpad does not access any of your personal information from YouTube's API, nor do we record your interactions with it.
- YouTube's API Services are used for the sole purpose of allowing writers to search for videos to embed into their stories.

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Where do we store your Personal Information?

Our Services are mainly provided from our offices in Canada. However, Personal Information that you submit through the Services may be transferred to countries other than where you reside (for example, to our servers in the United States) for processing and storage. In addition, our third party service providers also may process or store your Personal Information on servers outside your country, including in Canada or the US.

By using any of the Services, or submitting any Personal Information via the Services, you authorize Wattpad and its authorized service providers to use and process your Personal Information in these countries. Please be aware that the privacy protections and the rights of authorities and Government agencies to access your personal information in some of these countries may not be equivalent to those in your country.

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Access to your personal information

If you wish to access any Personal Information that we hold about you, or request that we correct or delete the Personal Information that we hold about you, you may contact us via email at privacy@wattpad.com (mailto:privacy@wattpad.com). We will comply with such requests to the extent required by law or our policies, and subject to any limitations in our systems.

To access, modify or delete the Personal Information you have provided to us, please log in and update your profile.

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How does Wattpad protect my Personal Information?

We are continuously implementing and updating physical, organizational, contractual and technological security measures to protect your Personal Information from loss, theft, unauthorized access, disclosure, copying, use or modification. They only employees who are granted access to your Personal Information are

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Wattpad Policies

those with a business “need-to-know” or whose duties reasonably require such information. On all Wattpad platforms, we support encryption on all transmissions to protect Personal Information submitted on our Site.

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What happens to your Personal Information when you leave Wattpad?

If you close your account, it will first be deactivated for a period of **six months**. When your account is deactivated, while it is not viewable on Wattpad, all of your public contributions and comments to the Wattpad community will remain (except that they will be anonymized).

For six months after deactivation, it is still possible to restore your account if it was accidentally or wrongfully deactivated, including re-associating your comments and contributions to your profile. After six months, we permanently delete your Personal Information from our systems, except that your anonymized comments and contributions will remain on the Service.

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Non-personal information

Wattpad uses cookies, tracking pixels and similar technologies on our Service to collect information that cannot identify you as an individual (“**non-personal information**”) that helps us provide our Service to you and to learn how our Service is used. We also use these technologies to help deliver promotional messages and ads for relevant Wattpad products and services.

When you visit the Site or use the Service, we use cookies and we also automatically collect various types of information by the use of “clear gifs” or “web beacons”. Cookies allow us to “remember” what you have done before and personalize the Service for you, and the automatically collected data provides us with Site usage statistics and other traffic data that is used to help diagnose problems, analyze trends and administer the Site and the Services. When placing cookies or using web beacons and clear gifs, Wattpad does not collect Personal Information, and we do not combine the information we do collect by these means with other Personal Information to tell us who you are or what your screen name or e-mail address is. Some of our business partners, like our advertisers, may use cookies on our Site. We have no access to, or control over, these cookies.

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We may share non-personal information publicly and with various third parties like publishers or advertisers. For example, we may share information with advertisers or publicly to show trends about the general use of our Services.

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Changes

Our Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent; in other cases, please note that your continued use of the Services after any change means that you agree with, and consent to be bound by, the revised Privacy Policy. If you disagree with any changes in this Privacy Policy and do not wish your Personal Information to be subject to the revised Policy, you will need to close your account and/or stop using the Services.

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How to contact us

If you have any questions about this Privacy Policy, please contact us at privacy@wattpad.com (mailto:privacy@wattpad.com)

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COMPANY

COMMUNITY

BUSINESS

Wattpad Platform

About Wattpad Culture

Wattpad (<https://www.wattpad.com/>)

(<https://wattpad.com/>) (<https://company.wattpad.com/>) (<https://wattpad.com/culture/>) (<https://www.instagram.com/lifeatwattpad/>)

Team

Business

Work at Wattpad

Facebook

LinkedIn

(<https://company.wattpad.com/>) (<https://business.wattpad.com/>) (<https://workatwattpad.com/>) (<https://www.facebook.com/wattpad/>) (<https://www.linkedin.com/company/wattpad/>)

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Location	Press	Media Kit	Instagram
(https://company.wattpad.com/location)	(https://company.wattpad.com/press)	(https://company.wattpad.com/media-kit)	(https://instagram.com/wattpad/)
			YouTube
			(https://www.youtube.com/user/wattpad)
Privacy	Support	Terms	
(https://policies.wattpad.com/privacy)	(https://policies.wattpad.com/support)	(https://policies.wattpad.com/terms)	Twitter (https://twitter.com/wattpad)
	us)		

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Privacy Policy

NPR Online Privacy Policy Highlights

Note: The NPR Online Privacy Policy ("Privacy Policy") has been updated with an effective date of November 17, 2020. Please review the updated Privacy Policy carefully before using the NPR Services. By using any of the NPR Services, you consent to the terms of the updated Privacy Policy. This section highlights important features of the Privacy Policy. Please scroll down to see the full Privacy Policy or click on "Read more" to learn more about a specific area.

Scope of Privacy Policy

NPR owns, operates, or provides access to NPR.org and NPR's mobile applications, email newsletters, and other sites, digital platforms and interactive services provided by NPR that link to or refer to the Privacy Policy (collectively "NPR Services" or "our Services"). This Privacy Policy applies only to the NPR Services and does not govern the separate websites, applications, newsletters, platforms and services of NPR Member stations or of any third parties that may link to or be linked to from the NPR Services.

NOTICE TO EU USERS: Our handling of information about EU users is governed by the NPR Privacy Notice for EU Users. This Privacy Policy does not apply to EU users.

[Read More in the Full Privacy Policy](#) ↓

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NOTICE TO CALIFORNIA RESIDENTS: This notice provides additional information and privacy options for California residents.

[Read More in the Full Privacy Policy](#) ↓

Children

If you are a parent or guardian, we encourage you to become involved in your children's online experience, and to share your knowledge and experience with your young ones. If you are under 13, please do not register for the NPR Services or provide us with any contact or other information, including your name, address or email address. If you are between the ages of 13 and 18, you must obtain permission from your parent or guardian before registering for the NPR Services or otherwise sending any contact or other information to NPR.

[Read More in the Full Privacy Policy](#) ↓

Information You Provide Directly Through Our Services

We and our service providers collect a variety of contact and other information about you that you provide directly through our Services, including your name, email address, postal address, telephone number, password, age, payment card information, country of residence, communications and content preferences, and your favorite Member stations. We may collect such information when you:

- Register for an NPR account, application programming interface (API) content access, or any NPR email newsletter.
- Email, text or otherwise share a story from any of the NPR Services.
- Contact us with a message.
- Make a purchase from the NPR Shop.
- Post, upload, or otherwise submit a comment, story idea, essay, photo, or other content to NPR.

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- Register for an NPR tour or event or any contest we sponsor.
- Apply for a job, internship or fellowship at NPR.
- If you choose to participate in a survey, we may ask you to provide your date of birth, gender, education level, information about your employment, income level and other information.
- Make a donation to NPR or an NPR Member station or submit a related inquiry.
- Otherwise volunteer information to us or respond to a request for information through any of our Services.

If you do not consent to the collection, use or sharing of this type of information in the manner described in the Privacy Policy, please do not provide us with such information. By providing such information, you are "opting in" to the collection, use and sharing of this information in accordance with the Privacy Policy.

[Read More in the Full Privacy Policy](#) ↓

Information Collected Automatically Through Technology

As you navigate our Services, we, our service providers, and our vendors also automatically collect a variety of information about your interactions with our Services. Depending on which NPR Services you use and how you access them, the information collected automatically may include:

- The Internet Protocol address (IP address) of the computer or device you used to access an NPR Service and information about your Internet Service Provider.
- The website, application, platform or service you visited before and after visiting an NPR Service.
- Information about your computer or mobile device, and its browser, operating system, settings and software.

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- Unique device identifiers on the mobile device you used to access an NPR Service, including, as applicable, the Apple IDFA (Identifier for Advertisers) or Google Android Advertising ID.
- Your approximate geographic location information (derived from request header information, such as your IP address) and/or more precise location if you have given NPR explicit consent to receive this information for an NPR mobile application on your mobile device.
- Automobile make (for certain connected car platforms).
- The dates, times, duration and frequency of your interactions with our Services, any search terms you enter, the media files you listen to, download, view, email, text or otherwise share, favorites you select, and your navigation path through our Services.
- Listening data, including information about your interactions with NPR podcasts and other media files.
- Information about your interactions with our email messages.
- Analytics information to understand our users, for our internal purposes, and to customize the Services, content and sponsorship credits you receive.

If you do not consent to the automatic collection, use or sharing of this type of information in the manner described in the Privacy Policy, please do not use the NPR Services. By using the NPR Services, you are "opting in" to the automatic collection, use and sharing of this information in accordance with the Privacy Policy.

Read More in the Full Privacy Policy ↓

Use of Information

We, our service providers, and our vendors may use the information collected from you (whether provided by you directly or automatically collected through technology) to:

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- Manage, administer, promote, analyze and improve our Services.
- Respond to your questions or messages and fulfill your orders or requests for services.
- Customize the content you see and hear on our Services, including offering content from NPR Member stations associated with your account or located near you and offering other content that may be of interest to you.
- Customize the sponsorship credits you see and hear on our Services and on third-party services you may use or visit.
- Recognize you as the same user as you access our Services, content and sponsorship credits using different computers, devices and browsers, and to deliver our Services, content and sponsorship credits to you on different computers, devices and browsers.
- Send you email newsletters and marketing, fundraising, membership and other communications from NPR and our Member stations.
- Publish, broadcast or otherwise use stories or information you submit to us.
- Comply with laws and enforce NPR's Terms of Use and other legal rights.
- Generate aggregate or other information that does not directly identify you as an individual or the devices you use to access our Services, and use and share that information for NPR's purposes.

We also may use the information collected from you in other ways, and for other purposes, that are described to you at the point of collection or for which we otherwise have obtained your consent.

[Read More in the Full Privacy Policy](#) ↓

Disclosure of Information

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Subject to the choices you have to control certain collection and uses of information as described in the "Your Choices" section of the Privacy Policy, we reserve the right to share with any third party, in accordance with applicable law, aggregated or other information that does not directly identify you as an individual.

We also may share your name, email address and other personal information:

- With our Member stations, who may use this information for internal purposes and to send you email newsletters and marketing, fundraising, membership and other communications.
- With our authorized service providers for purposes of providing services on our behalf.
- With our authorized third-party applications for purposes of providing certain NPR Services to you on the applications.
- If we sell an NPR Service or in the unlikely event of bankruptcy.
- To protect or defend the rights of NPR, our Member stations, our users or others.
- When required by law or public authorities.
- With persons we contact on your behalf when you choose to email, text, or otherwise share a story or other content through our Services.
- With other parties if we have disclosed such sharing to you at the time of collection of the information or if we otherwise have your consent.

Read More in the Full Privacy Policy ↓

Your Choices

- If you do not consent to the collection, use or sharing of information as described in the Privacy Policy, please do not use the NPR Services or provide us with information. By using the NPR Services or providing us with information

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through the NPR Services, you are "opting in" to the collection, use and sharing of that information as described in the Privacy Policy.

- If you provide registration information to us, you can sign in to your NPR account or contact us to update or correct that information at any time.
- If you do not want us to share your name, contact or other information with Member stations, you can contact us.
- You can stop the delivery of marketing emails or email newsletters from NPR by following the unsubscribe instructions in any such email you receive. You also can sign in to your NPR account to manage your NPR email newsletter subscriptions or contact us.
- You have choices about the collection and use of your information by third parties for the display of certain personalized or "interest-based" online sponsorship credits, as described in our section on "interest-based" messages in the "Your Choices" section of the Privacy Policy.
- If you grant your consent to our collection of your precise mobile device location information, you can revoke your consent at any time by using the privacy settings of your device and/or the settings of the applicable NPR mobile application.
- You have choices to prevent or limit the collection of information through cookies, pixel tags and other technology as further described in our section on cookies in the "Your Choices" section of the Privacy Policy. Further information about our use of cookies, pixel tags and other tracking technologies can be found [here](#).

[Read More in the Full Privacy Policy](#) ↓

Security and Other Information

- At NPR, we recognize the importance of privacy to users of our Services.

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- We have adopted safeguards to help protect sensitive information we collect, but no data transmission or storage can be guaranteed to be 100% secure.
- For more information about our privacy practices, please review the Privacy Policy. If you have questions, please contact us.

Notice to Users Outside the U.S.

Our Services are controlled and operated within the United States. If you access our Services outside of the United States, we may transfer the information collected from you to data centers outside of your home country or jurisdiction. In particular, your information may be transferred to and processed in the United States and other jurisdictions where we, our service providers, or our vendors operate, where data protection and other laws may not be equivalent to those in your jurisdiction. By using the NPR Services, you agree that your information can be transferred to and used in the United States and in other jurisdictions where we, our service providers, or our vendors operate, as set forth in the Privacy Policy.

NOTICE TO EU USERS: Our handling of information about EU users is governed by the NPR Privacy Notice for EU Users. This Privacy Policy does not apply to EU users.

[Read More in the Full Privacy Policy](#) ↓

Full Version of NPR Online Privacy Policy

Effective Date October 19, 2020

Welcome to the NPR Online Privacy Policy ("Privacy Policy"). This Privacy Policy describes the information National Public Radio, Inc. and its affiliated organizations (owned or controlled by, or under common ownership or control with, National Public Radio, Inc.) (collectively, "NPR," "we" or "us") collect or allow others to collect from you and your computer or device when you use NPR.org or other sites, NPR One or other applications, email newsletters, digital platforms or other interactive services provided by NPR that link to or refer to this Privacy Policy (collectively, the "NPR Services" or "our Services"). This Privacy Policy also explains how that information may be used and shared and the choices you have to limit or prevent certain uses or

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sharing of that information. Please note that this Privacy Policy does not govern the websites and services of NPR's Member stations, or the websites and services of third parties that may link to or be linked to from the NPR Services.

NOTICE TO EU USERS: Our handling of information about EU users is governed by the NPR Privacy Notice for EU Users. This Privacy Policy does not apply to EU users.

NOTICE TO CALIFORNIA RESIDENTS: This notice provides additional information and privacy options for California residents. Learn more about your options here.

By using, registering for, or otherwise accessing our Services, you agree to this Privacy Policy and NPR's Terms of Use and you give your express "opt-in" consent to the collection, use, storage, sharing, transfer, and processing of information about you and your interactions with our Services as explained in this Privacy Policy. If you do not agree to this Privacy Policy or NPR's Terms of Use, please do not use the NPR Services or provide us with your contact or other information.

If you have questions about this Privacy Policy, please contact us.

Children

NPR cares about protecting the privacy of children. If you are a parent or guardian, we encourage you to become involved in your children's online experience, and to share your knowledge and experience with your young ones. If you are under 13, please do not register for our Services or provide us with any contact or other information, including your name, postal address or email address. If you are between the ages of 13 and 18, you must obtain permission from your parent or guardian before registering for NPR Services or otherwise sending any contact or other information to NPR.

Information Collected Through Our Services

Information You Provide Directly Through Our Services

We and service providers working on our behalf will collect any information that you choose to provide directly through our Services, including your name, email address, postal address, telephone number, password, age, payment card information, country

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of residence, communications and content preferences and your favorite Member stations. For example, such information may be collected when you:

- Register for an NPR account, application programming interface (API) content access, or any NPR email newsletter.
- Email, text or otherwise share a story from any of the NPR Services.
- Contact us with a message.
- Make a purchase from the NPR Shop.
- Post, upload, or otherwise submit to NPR a comment, story idea, essay, photo, or other content or user-generated material ("User Materials").
- Register for an NPR tour or event or any contest we sponsor.
- Apply for a job, internship or fellowship at NPR.
- If you choose to participate in a survey, we may ask you to provide your date of birth, gender, education level, information about your employment, income level and other information.

Like other non-profit organizations, we also track donation activity on an individual basis. Accordingly, if you choose to donate to NPR or an NPR Member station through the NPR Services, or express interest in or request information about making donations, we may keep a record of these contacts that includes your name, contact information and other information about your donation or inquiry. If you choose to donate to an NPR Member station, your information may be collected directly by NPR and/or by that Member station and, if collected by the Member station, subject to the Member station's privacy policy.

We also may ask you to provide other information about yourself for various other purposes that we specify or make apparent at the time of collection.

Information Automatically Collected Through Technology

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We, our service providers, and our vendors working on our behalf automatically collect certain information about your computer or device and your interactions with our Services through access logs, cookies, pixel tags and other tracking technologies. Depending on which NPR Services you use and how you access them, the information collected automatically may include:

- The Internet Protocol address (IP address) of the computer or device you used to access the NPR Services or play podcasts or other media content downloaded through our Services.
- The domain name of your Internet Service Provider.
- The website, application, platform or service you visited before and after visiting an NPR Service.
- Search terms you enter using the NPR Services or on a referring website.
- Your approximate geographic location information (derived from request header information, such as your IP address) and/or more precise information about the specific location of your device if you have given NPR explicit consent to receive this information for an NPR application on your mobile device.
- The make, model, carrier and unique device identifier for your mobile device, the unique advertising identifier (for example, the Apple IDFA (Identifier for Advertisers) or Google Advertising ID) that allows mobile applications running on your mobile device to gather data for purposes of serving targeted advertising or personalized or "interest-based" sponsorship credits, and other information about your computer or mobile device and its browser, operating system, settings and software.
- Automobile make (for certain connected car platforms).
- The dates, times, duration, and frequency of your interactions with our Services.
- Your navigation path through the NPR Services, including any "favorites" you select, and patterns in the paths you take.

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- A list of files you download, listen to, view, email, text or otherwise share and other content preferences.
- The amount of time spent listening to or viewing media files or pages.
- Listening data collected both when you download and listen to podcasts or other media files. Listening data includes descriptions of the title, episodes, segments and sponsorship credits included in a podcast or other media file, time and date stamps for download and playback events (for example, when a file is downloaded and when playback of a particular segment or sponsorship credit starts, stops, is skipped or is paused), the mobile advertising identifier for your device (for example, the Apple IDFA or Google Advertising ID), session IDs and information about the device or platform used to download or play a particular file. The producers of any independently produced podcasts we distribute may also collect the same types of listening data subject to their own privacy policies, which may differ from ours.
- Information about your interactions with our email messages, such as links you click on and whether you open or forward a message, the date and time of these interactions, and information about the computer or device you use to read emails.
- Any errors you encountered during your use of our Services.

Our Services also make use of third-party analytics, cookie data collection and linking services (collectively "Analytics Services"), including Google Universal Analytics, Google Analytics Demographics and Interest Reporting, Remarketing with Google Analytics, and Google Ad Manager. These Analytics Services may use cookies, pixel tags, and other tracking and storage technologies to collect or receive information (not including your name or the email address you register with NPR) from our Services and elsewhere on the Internet and use that information to analyze and measure our audience and target and evaluate the effectiveness of sponsorship credits. For example, NPR and Analytics Services may use first-party cookies (such as the Google Analytics cookies) and third-party cookies (such as the Remarketing with Google Analytics and DoubleClick cookies) together to inform, optimize, and serve

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sponsorship credits based on your past interactions with our Services and other websites or services. In addition, we may use analytics data, including but not limited to, geographic, demographic, and interest reporting information to recognize and understand user preferences, make improvements, and for other operational purposes. An Analytics Service's ability to use and share analytics information is covered by that service's terms of use and privacy policy. To learn more about how Google uses data, visit www.google.com/policies/privacy/partners/.

Further information about our use of cookies, pixel tags and other tracking technologies can be found here and in "Your Choices" section below.

How We Use the Information We Collect

We and service providers and vendors working on our behalf collect and use information to provide you with a customized interactive experience and to make our Services more valuable to you. We also may use the information we collect for fundraising purposes to support our Member stations and public media mission. NPR and service providers and vendors working on our behalf also may use the information collected through our Services:

- To manage, administer and improve the NPR Services.
- To respond to your questions or messages.
- To provide you with personalized features and content, including content from NPR Member stations that are associated with your account or located near you and other content that may be of interest to you.
- To publish, broadcast, attribute and otherwise use and license any User Materials you submit according to our Terms of Use.
- To fulfill your NPR Shop orders and other requests.
- To offer you access to NPR tours and events.
- To process applications for jobs, internships and fellowships at NPR.

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- To process applications for volunteers for our NPR Ambassador program.
- To manage contests you enter.
- To contact you for an online survey, or for other editorial purposes.
- To recognize you as the same user when you access our Services, content and sponsorship credits using different computers, devices and browsers, and to deliver our Services, content and sponsorship credits to you on different computers, devices and browsers.
- To save and "remember" your registration information, settings and preferences so you do not have to re-enter this information each time you visit.
- With your consent where required by applicable law, to send you NPR email newsletters and other communications, including marketing, fundraising, membership and other messages from NPR or our Member stations.
- To understand whether and when you read our email messages and click on links in those messages.
- To control the sequence and frequency of sponsorship credits you hear and see, control the platform on which you hear and see sponsorship credits, and tailor the content of those messages to your perceived interests.
- To conduct market or audience analysis and related reporting.
- To help us measure and analyze user traffic and usage patterns and improve the quality and effectiveness of our content, features, sponsorship credits, and other communications.
- To prevent potentially prohibited or illegal activities, comply with applicable laws, and enforce our Terms of Use or other legal rights.
- To generate aggregate or other information that is not reasonably linkable to you or the devices you use to access our Services, and use and share that information for NPR's purposes.

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- In other ways and for other purposes that are described to you at the time we collect the information or for which we otherwise have your consent.

How We Disclose Information

NPR is committed to maintaining your trust. We want you to understand when and with whom we and service providers working on our behalf may share information about you that is collected through our Services.

User Materials. Any User Materials you submit through our Contact Us page, social networking services or similar features can be seen, collected and used by us and anyone else who has access to the applicable service. Such information is likely to become public and we cannot be responsible for any unauthorized third-party use. Any User Materials you submit may also be freely used and shared by NPR and its Member stations and their respective licensees in accordance with our Terms of Use.

Member stations. NPR may share your name, email address, other contact information, and information about your listening activity, donations and interests with the Member stations that are associated with your account or that are local to you. When we do so, we require those Member stations to commit to the same policies regarding further sharing with third parties that we follow under this Privacy Policy. If you do not want us to share your name, contact information, or other information, including information about your donations to NPR, with Member stations, you can contact us any time. However, if you choose to donate to an NPR Member station through our Services, your information may be collected directly by that Member station. In that case, the collection of your information is subject to that Member station's privacy policy.

Authorized service providers and vendors. We may share any information we collect with service providers or vendors who provide us with specialized services or otherwise help us operate our Services including, without limitation, service providers or vendors that provide customer support, email deployment, account sign-in services, payment processing, order fulfillment, analytics, marketing, suppression list management, contest management and data processing services. Subject to applicable law and your opt-out choices described below, and as we deem appropriate, we may

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share with vendors or allow them to collect directly information about your devices and your use of our Services. We will not share your name or contact information with these vendors. These vendors may use such information pursuant to their own respective privacy policies, which we do not control. For example, we may share or authorize the collection of such information by vendors that help us analyze and improve our Services or tailor sponsorship credits to your interests. Our service providers and vendors include the service providers' or vendors' subcontractors that provide specialized services to us or otherwise help us operate our Services. If you wish to make a payment or receive a refund through our Services, your information will be collected and controlled by the payment processor and not by us and will be subject to that payment service provider's privacy policy and practices.

Authorized third-party applications. We may share with authorized third-party applications information that you provide directly through our Services and information collected automatically through technology for the purpose of providing certain NPR Services to you on the applications. In such cases, the information that we share may include your name, favorite stations, and listening activity. NPR prohibits the third-party developers of those applications from accessing, storing or sharing any such non-public information. However, please be aware that your use of the third-party application is otherwise subject to the third-party application's privacy policy, which we do not control and which may differ significantly from ours. NPR is not responsible for the privacy practices of any third-party application and we recommend that you familiarize yourself with the privacy policies of any third-party sites, applications, platforms, and services that you visit or access.

Business transfers. We may share any collected information in connection with a substantial corporate transaction, such as the sale of an NPR Service or division, a merger, a consolidation, an asset sale, or in the unlikely event of bankruptcy.

Legal requirements. We and service providers working on our behalf may disclose any collected information to respond to subpoenas, court orders, legal process, and other law enforcement measures, and to comply with legal or regulatory obligations.

Protect our Services and users. We and service providers working on our behalf may disclose any collected information to enforce our Terms of Use and to protect and

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defend the legal rights, interests, and safety of NPR, NPR Member stations, their respective employees, agents, contractors, sponsors, listeners and users, members of the general public, or others.

With your consent. We and service providers working on our behalf may share any collected information when you expressly or implicitly consent to such disclosure. For example, if you use our Services to email or text a story to a friend, we would disclose your name to that friend together with the content you directed us to send.

Wireless carriers and automobile manufacturers. Wireless carriers and automobile manufacturers also may collect contact and other information and precise location data from our mobile services users through processes we do not control. You should check the privacy policies of your wireless carriers and automobile manufacturers for additional information.

Podcast producers. We may share with third-party producers listening and other data that does not identify you that we collect through your interaction with the podcasts and other media files produced by those third-party producers.

Bitly. NPR uses a service called Bitly to create shortened uniform resource locators ("URLs" – the "addresses" of individual web pages) for our content so that it can be shared easily, particularly through social media. Bitly collects information as our shortened URLs are shared and clicked on, including IP addresses, general location information, the time and day each shortened URL is accessed, and the social media or other channels through which our content is shared. If you have established a separate account with Bitly, Bitly may associate the foregoing information with personal information it has stored in your Bitly account in accordance with Bitly's own privacy policy. To share our content without using Bitly, copy the full URL of the story you want to share from your browser and paste it into your email, text or social media message.

Aggregated and anonymous information. Subject to applicable law and your opt-out choices described below, and as we deem appropriate, we may share with third parties or allow them to collect directly aggregated or other information that is not reasonably linkable to you or your device. These third parties may use such

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information pursuant to their own respective privacy policies, which we do not control. For example, we may share or authorize the collection of such information by our service providers or our vendors that help us analyze and improve our Services, provide us and other digital media organizations with ratings and ranking data, or help us to create personalized content. We may also share or authorize the collection of such information by sponsors or their agencies to help them measure the impact of their sponsorship campaigns.

Your Choices

You have the following choices to update, correct and limit the collection and use of information gathered through our Services.

Don't volunteer information. If you do not consent to the collection, use or sharing of your contact and other information as described in this Privacy Policy, please do not use the NPR Services or provide information to us. By using the NPR Services or providing information to us through the NPR Services, you are "opting in" to the collection, use and sharing of that information as described in this Privacy Policy.

Registration information. Sign in to your NPR account or contact us to correct or update any registration information you provided to us, opt out of future email newsletters from us, or cancel your NPR account, NPR newsletter subscription or other NPR registrations. For your protection, we may only act on requests with respect to the registration data associated with the particular email address that you use to send us your request, and we may ask you to verify your identity before implementing your request. We will try to comply with your request as soon as reasonably practicable. We may need to retain certain information for recordkeeping purposes and/or to complete any transactions that you began prior to requesting a correction, update or cancellation.

Donation information. If you are a donor to NPR and do not want us to share your name, contact information or other information with any Member station, you can opt out of such sharing at the time you make the donation or you can contact us any time. However, if you choose to donate to an NPR Member station through our Services,

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your information may be collected directly by that Member station. In that case, the collection of your information is subject to that Member station's privacy policy.

Cookies. You have the option to set your browser to accept all cookies, reject all cookies, notify you when a cookie is set, or delete cookies. Each browser is different, so select the "Help" menu in your browser for instructions on how to use the relevant tools and settings. Note that if you disable or delete cookies, you may lose access to certain features of the NPR Services. For additional information regarding the cookies used in the NPR Services, read NPR's Statement Regarding Cookies and Other Tracking Technologies.

Google Analytics. To prevent data from being collected by Google Universal Analytics, use the opt-out browser add-on developed by Google for this purpose available here.

"Interest-based" sponsorship credits. To opt out of receiving personalized or "interest-based" online sponsorship credits from our service providers, our vendors and other participating companies, visit <https://optout.aboutads.info>. For information about controlling the collection of cross-app data from your mobile device for personalized or "interest-based" advertising or sponsorship credit purposes, visit <http://youradchoices.com/appchoices>. UK users, European Economic Area (EEA) users and Swiss users can learn more and access opt-out tools from <http://www.youronlinechoices.eu/>. You also may press the button below (at the bottom of this section) to opt out of the sharing of your information with our sponsorship vendor Google for delivery of "interest-based" sponsorship credits on NPR.org. If you opt out, Google may continue to serve you non-personalized, non-"interest-based" sponsorship credits on NPR.org. Google also offers opt-out features to limit the use of your information for "interest-based" sponsorship credits at <https://adssettings.google.com/>.

You also may adjust the settings on your device. For iOS mobile devices, go to "Settings" from your device's home screen, scroll down to "Privacy", select "Advertising", and turn on "Limit Ad Tracking." For Android mobile devices, go to "Google Settings" on your device, select "Ads"; and check the box labeled "Opt Out of Interest-Based Ads" or "Opt Out of Ads Personalization." (These device settings

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options may change in the future or otherwise may differ for certain devices; consult your device manufacturer's support literature for the most current information).

You can block NPR.org and our other sites from setting cookies used for "interest-based" sponsorship credits by using browsers or browser plugins with privacy features.

Note that if you opt out, you may still receive the same number of sponsorship credits as before but they may not be as relevant to your interests. Opting out of third-party "interest-based" sponsorship credits, and opting out of sharing of your information with our sponsorship vendor Google for delivery of "interest-based" sponsorship credits on NPR.org by pressing the opt-out button below, is a cookie-based process and will only affect the specific computer, device, and browser on which your opt-out choice is applied. If you subsequently delete your browser cookies or if your browser cookies expire, you will need to opt out again. For more information about opting out of "interest-based" messages, visit <https://youradchoices.com/control>.

To opt out of the sharing of your information with our sponsorship vendor Google for delivery of "interest-based" sponsorship credits on NPR.org (as described above), press this button:

OPT OUT

Precise location information. If you consent to our collection of your precise device location through an NPR mobile application, you can withdraw your consent at any time and prevent the further collection of your precise location by accessing the privacy settings of your mobile device and/or the settings of the NPR mobile application.

Do Not Track

We do not currently respond to browser do-not-track signals. Instead, we adhere to the standards set out in this Privacy Policy and offer the choices described above.

Security

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We employ physical, electronic, and managerial safeguards in an effort to secure the information we collect. These safeguards vary based on the sensitivity of the information. Because no security system is impenetrable, however, we cannot guarantee the security of our databases or that information you supply will never be intercepted, accessed, or disclosed in a manner that is inconsistent with this Privacy Policy. Because most email and mobile transmissions are not encrypted, you should take special care in deciding what information you send to us via email, text messages, or other mobile transmissions.

Links to and from Other Sites and Services

Our Services contain links to other sites, applications, platforms and services operated by third parties whose privacy policies we don't control and may differ significantly from ours. For instance, clicking or tapping on a sponsorship credit or some third-party logos on the NPR Services will take you to an entirely different site or service that may collect, use and share information in ways that NPR would not. You also may access NPR content and the NPR Services from a third-party site or service that may collect, use and share information in ways that NPR would not. NPR is not responsible for the content or privacy practices of these third-party services and we recommend that you familiarize yourself with the privacy policies of any such sites or services you visit or access.

Social Networking Services Sign-in and Sharing Tools

Our Services allow users to sign in to their NPR accounts using their credentials on social networking services such as Facebook and Google+ (each an "SNS"). If you sign in to our Services through an SNS, we will receive your email address and certain profile information from such SNS in accordance with its privacy policy and your SNS account privacy settings. Any information that we collect from your SNS account may depend on the privacy settings you have selected with that SNS, so please consult the applicable SNS's privacy and data policies to learn how to manage these settings.

If you use tools on our Services that allow you to share stories or other content with your friends and followers on an SNS such as Facebook, Twitter, Flipboard, or

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Google+, that action and any information you share may be used by the SNS according to its own privacy policy.

Changes to This Privacy Policy

NPR reserves the right to change this Privacy Policy at any time. Any changes will be posted to this page, so please check back periodically. Your use of our Services constitutes consent to the Privacy Policy then in effect. Please read NPR's Terms of Use to understand additional terms and conditions that apply to your use of our Services.

Users Outside the U.S.

Our Services are controlled and operated within the United States. Any information we collect may be transferred to, and processed, stored, and accessed by, us, our service providers, and our vendors in the United States and in other jurisdictions where we, our service providers, or our vendors operate. These jurisdictions may have data privacy laws that may not be as protective as those of your home jurisdiction, and courts and other authorities may, in certain circumstances, be entitled to access information about you subject to such data privacy laws. By using the NPR Services, you agree to this transfer, processing, storage, and access of your information as described in this Privacy Policy.

NOTICE TO EU Users: Our handling of information about EU users is governed by the NPR Privacy Notice for EU Users. This Privacy Policy does not apply to EU users.

NOTICE TO CALIFORNIA RESIDENTS:

In this notice, NPR is providing additional information and choices to California residents. We are providing this information voluntarily. The law that requires additional notice – the California Consumer Privacy Act of 2018 ("**CCPA**") – does not apply to non-profit entities like NPR.

Personal Information that We Collect, Use and Share

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The chart below describes how we currently collect, use and share personal information, and how we have collected used and shared the information in the preceding 12 months. Information you voluntarily provide to us, such as when you contact us, may contain other categories of personal information not described below.

Personal information we collect	CCPA categories (Definitions are available here)*	Sources from which we may collect the personal Information	Purposes for which we may collect and use the personal information	Categories of third parties, to which we may disclose the personal information (in addition to our service providers)**
•Name •Contact Information	•Identifiers	•You	•Service delivery •Research & development •Marketing •Compliance & Operations	•Member stations
•Payment Data	•Financial Information	•You	•Service delivery •Compliance & Operations	•None
•Transaction information	•Commercial Information	•You •Automatically collected	•Service delivery •Research & development •Marketing •Compliance & Operations	•Member stations
•Donation information	•Identifiers •Financial Information	•You	•Service delivery •Research & development •Marketing •Compliance & Operations	•Member stations
•Listening and usage data •Device data •Geolocation •Inferences derived from device data and online activity	•Identifiers •Commercial information •Internet or Network Information •Geolocation Data •Inferences	•You •Automatically collected	•Service delivery •Research & development •Marketing •Compliance & Operations	•None
•Marketing data •Device Data •Inferences derived from device data and online activity	•Identifiers •Commercial information •Internet or Network Information •Inferences	•You •Automatically collected	•Service delivery •Research & development •Marketing •Compliance & Operations	•Sponsorship vendors
•Survey Responses	•Identifiers	•You	•Service delivery •Research & development •Marketing	•None

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			•Compliance & Operations	
•Demographic information	•Identifiers •Protected Classification Characteristics	•You	•Research & development	•None
<p>*Although NPR is not subject to the CCPA, we are providing these definitions for your convenience.</p> <p>** Service providers which only use data on our behalf are not third parties under the CCPA.</p> <p>We work with authorized vendors like Google to deliver "interest-based" sponsorship credits as described above. For information on how you can limit sharing and use of your information for "interest-based" messages, including how to opt out of sharing of your information with our sponsorship vendor Google for delivery of "interest-based" sponsorship credits, please see Your Choices.</p> <p>Please note that we may also disclose your personal information to service providers, for legal requirements, to protect our Services and users, or in connection with business transfers.</p>				

Your California Privacy Choices

We offer California residents the ability to make the requests listed below. However, in certain circumstances we may decline your request, including, but not limited to, circumstances where fulfilling a request may interfere with the exercise of freedom of speech or freedom of the press, journalistic activities, or other rights provided under other applicable laws. If we deny your request, we will communicate our decision to you. You will not be penalized for making a request.

- **Information.** You can request information about how we have collected, used and shared your personal information during the past 12 months. We have also made this information available to California residents without having to request it by including it in this notice, in the above chart.
- **Access.** You can request a copy of the personal information that we maintain about you.
- **Deletion.** You can ask us to delete the personal information that we collected or maintain about you.
- **List of Third Party Marketers.** Under California's Shine the Light law, NPR users who are California residents may request a notice identifying the categories of personal information that we share with third parties for their own direct marketing purposes, and such third parties' contact information.

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How to Submit a Request

- **To request access to or deletion of personal information:**
 - Contact us
 - Email privacy@npr.org
 - **Identity verification.** We will need to confirm your identity and California residency to provide a substantive response to your request.
 - **Authorized agents.** California residents can empower an "authorized agent" to submit requests on their behalf. We will require the authorized agent to have a written authorization confirming that authority.
-

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Privacy Policy

NPR Online Privacy Policy Highlights

Note: The NPR Online Privacy Policy ("Privacy Policy") has been updated with an effective date of October 29, 2018. Please review the updated Privacy Policy carefully before using the NPR Services. By using any of the NPR Services, you consent to the terms of the updated Privacy Policy. This section highlights important features of the Privacy Policy. Please scroll down to see the full Privacy Policy or click on "Read more" to learn more about a specific area.

Scope of Privacy Policy

NPR owns, operates, or provides access to NPR.org and NPR's mobile applications, email newsletters, and other sites, digital platforms and interactive services provided by NPR that link to or refer to the Privacy Policy (collectively "NPR Services" or "our Services"). This Privacy Policy applies only to the NPR Services and does not govern the separate websites, applications, newsletters, platforms and services of NPR Member stations or of any third parties that may link to or be linked to from the NPR Services.

NOTICE TO EU RESIDENTS: Our handling of information about EU residents is governed by the NPR Privacy Notice for EU Residents, effective May 25, 2018. This Privacy Policy does not apply to EU residents.

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Read More in the Full Privacy Policy ↓

Children

If you are a parent or guardian, we encourage you to become involved in your children's online experience, and to share your knowledge and experience with your young ones. If you are under 13, please do not register for the NPR Services or provide us with any contact or other information, including your name, address or email address. If you are between the ages of 13 and 18, you must obtain permission from your parent or guardian before registering for the NPR Services or otherwise sending any contact or other information to NPR.

Read More in the Full Privacy Policy ↓

Information You Provide Directly Through Our Services

We and our service providers collect a variety of contact and other information about you that you provide directly through our Services, including your name, email address, postal address, telephone number, password, age, payment card information, country of residence, communications and content preferences, and your favorite Member stations. We may collect such information when you:

- Register for an NPR account, application programming interface (API) content access, or any NPR email newsletter.
- Email, text or otherwise share a story from any of the NPR Services.
- Contact us for information or to ask a question.
- Make a purchase from the NPR Shop.
- Post, upload, or otherwise submit a comment, story idea, essay, photo, or other content to NPR.
- Register for an NPR tour or event or any contest we sponsor.
- Apply for a job, internship or fellowship at NPR.

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- If you choose to participate in a survey, we may ask you to provide your date of birth, gender, education level, information about your employment, income level and other information.
- Make a donation to NPR or an NPR Member station or submit a related inquiry.
- Otherwise volunteer information to us or respond to a request for information through any of our Services.

If you do not consent to the collection, use or sharing of this type of information in the manner described in the Privacy Policy, please do not provide us with such information. By providing such information, you are "opting in" to the collection, use and sharing of this information in accordance with the Privacy Policy.

[Read More in the Full Privacy Policy](#) ↓

Information Collected Automatically Through Technology

As you navigate our Services, we and our service providers also automatically collect a variety of information about your interactions with our Services. Depending on which NPR Services you use and how you access them, the information collected automatically may include:

- The Internet Protocol address (IP address) of the computer or device you used to access an NPR Service and information about your Internet Service Provider.
- The website, application, platform or service you visited before and after visiting an NPR Service.
- Information about your computer or mobile device, and its browser, operating system, settings and software.
- Unique device identifiers on the mobile device you used to access an NPR Service, including, as applicable, the Apple IDFA (Identifier for Advertisers) or Google Android Advertising ID.

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- Your approximate geographic location information (derived from request header information, such as your IP address) and/or more precise location if you have given NPR explicit consent to receive this information for an NPR mobile application on your mobile device.
- Automobile make (for certain connected car platforms).
- The dates, times, duration and frequency of your interactions with our Services, any search terms you enter, the media files you listen to, download, view, email, text or otherwise share, favorites you select, and your navigation path through our Services.
- Listening data, including information about your interactions with NPR podcasts and other media files.
- Information about your interactions with our email messages.
- If you do not consent to the automatic collection, use or sharing of this type of information in the manner described in the Privacy Policy, please do not use the NPR Services. By using the NPR Services, you are "opting in" to the automatic collection, use and sharing of this information in accordance with the Privacy Policy.

Read More in the Full Privacy Policy ↓

Use of Information

We and our service providers may use the information collected from you (whether provided by you directly or automatically collected through technology) to:

- Manage, administer, promote, analyze and improve our Services.
- Respond to your questions or messages and fulfill your orders or requests for services.

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- Customize the content you see and hear on our Services, including offering content from NPR Member stations associated with your account or located near you and offering other content that may be of interest to you.
- Customize the sponsorship credits you see and hear on our Services and on third-party services you may use or visit.
- Recognize you as the same user as you access our Services using different computers, devices and browsers.
- Send you email newsletters and marketing, fundraising, membership and other communications from NPR and our Member stations.
- Publish, broadcast or otherwise use stories or information you submit to us.
- Comply with laws and enforce NPR's Terms of Use and other legal rights.
- Generate aggregate or other information that does not directly identify you as an individual or the devices you use to access our Services, and use and share that information for NPR's purposes.

We also may use the information collected from you in other ways, and for other purposes, that are described to you at the point of collection or for which we otherwise have obtained your consent.

[Read More in the Full Privacy Policy](#) ↓

Disclosure of Information

Subject to the choices you have to control certain collection and uses of information as described in the "Your Choices" section of the Privacy Policy, we reserve the right to share with any third party, in accordance with applicable law, aggregated or other information that does not directly identify you as an individual.

We also may share your name, email address and other personal information:

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- With our Member stations, who may use this information for internal purposes and to send you email newsletters and marketing, fundraising, membership and other communications.
- With our authorized service providers for purposes of providing services on our behalf.
- With our authorized third-party applications for purposes of providing certain NPR Services to you on the applications.
- If we sell an NPR Service or in the unlikely event of bankruptcy.
- To protect or defend the rights of NPR, our Member stations, our users or others.
- When required by law or public authorities.
- With persons we contact on your behalf when you choose to email, text, or otherwise share a story or other content through our Services.
- With other parties if we have disclosed such sharing to you at the time of collection of the information or if we otherwise have your consent.

Read More in the Full Privacy Policy ↓

Your Choices

- If you do not consent to the collection, use or sharing of information as described in the Privacy Policy, please do not use the NPR Services or provide us with information. By using the NPR Services or providing us with information through the NPR Services, you are "opting in" to the collection, use and sharing of that information as described in the Privacy Policy.
- If you provide registration information to us, you can sign in to your NPR account or contact us to update or correct that information at any time.

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- If you do not want us to share your name, contact or other information with Member stations, you can contact us.
- You can stop the delivery of marketing emails or email newsletters from NPR by following the unsubscribe instructions in any such email you receive. You also can sign in to your NPR account to manage your NPR email newsletter subscriptions or contact us.
- You have choices about the collection and use of your information by third parties for the display of certain personalized or "interest-based" online sponsorship credits, as described in our section on interest-based messages in the "Your Choices" section of the Privacy Policy.
- If you grant your consent to our collection of your precise mobile device location information, you can revoke your consent at any time by using the privacy settings of your device and/or the settings of the applicable NPR mobile application.
- You have choices to prevent or limit the collection of information through cookies, pixel tags and other technology as further described in our section on cookies in the "Your Choices" section of the Privacy Policy. Further information about our use of cookies, pixel tags and other tracking technologies can be found [here](#).

Read More in the Full Privacy Policy ↓

Security and Other Information

- At NPR, we recognize the importance of privacy to users of our Services.
- We have adopted safeguards to help protect sensitive information we collect, but no data transmission or storage can be guaranteed to be 100% secure.
- For more information about our privacy practices, please review the Privacy Policy. If you have questions, please contact us.

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Notice to Users Outside the U.S.

Our Services are controlled and operated within the United States. If you access our Services outside of the United States, we may transfer the information collected from you to data centers outside of your home country or jurisdiction. In particular, your information may be transferred to and processed in the United States and other jurisdictions where we or our service providers operate, where data protection and other laws may not be equivalent to those in your jurisdiction. By using the NPR Services, you agree that your information can be transferred to and used in the United States and in other jurisdictions where we or our service providers operate, as set forth in the Privacy Policy.

NOTICE TO EU RESIDENTS: Our handling of information about EU residents is governed by the NPR Privacy Notice for EU Residents, effective May 25, 2018. This Privacy Policy does not apply to EU residents.

[Read More in the Full Privacy Policy](#) ↓

For California Residents: Your California Privacy Rights

California residents can request and obtain from us once a year and free of charge a list of all third parties to which NPR has disclosed certain information during the preceding calendar year for the third parties' direct marketing purposes. If you are a California resident and want such a list, please contact us. For all such requests, you must put the statement "Your California Privacy Rights" in the message field of your request, as well as your name, street address, city, state, and zip code. Please note that we will not accept these requests by telephone, mail or fax, and we are not responsible for notices that are not labeled or sent properly, or that do not have complete information.

Full Version of NPR Online Privacy Policy

Effective Date October 29, 2018

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Welcome to the NPR Online Privacy Policy ("Privacy Policy"). This Privacy Policy describes the information National Public Radio, Inc. and its affiliated organizations (owned or controlled by, or under common ownership or control with, National Public Radio, Inc.) (collectively, "NPR," "we" or "us") collect or allow others to collect from you and your computer or device when you use NPR.org or other sites, NPR One or other applications, email newsletters, digital platforms or other interactive services provided by NPR that link to or refer to this Privacy Policy (collectively, the "NPR Services" or "our Services"). This Privacy Policy also explains how that information may be used and shared and the choices you have to limit or prevent certain uses or sharing of that information. Please note that this Privacy Policy does not govern the websites and services of NPR's Member stations, or the websites and services of third parties that may link to or be linked to from the NPR Services.

NOTICE TO EU RESIDENTS: Our handling of information about EU residents is governed by the NPR Privacy Notice for EU Residents, effective May 25, 2018. This Privacy Policy does not apply to EU residents.

By using, registering for, or otherwise accessing our Services, you agree to this Privacy Policy and NPR's Terms of Use and you give your express "opt-in" consent to the collection, use, storage, sharing, transfer, and processing of information about you and your interactions with our Services as explained in this Privacy Policy. If you do not agree to this Privacy Policy or NPR's Terms of Use, please do not use the NPR Services or provide us with your contact or other information.

If you have questions about this Privacy Policy, please contact us.

Children

NPR cares about protecting the privacy of children. If you are a parent or guardian, we encourage you to become involved in your children's online experience, and to share your knowledge and experience with your young ones. If you are under 13, please do not register for our Services or provide us with any contact or other information, including your name, postal address or email address. If you are between the ages of 13 and 18, you must obtain permission from your parent or guardian before registering for NPR Services or otherwise sending any contact or other information to NPR.

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Information Collected Through Our Services

Information You Provide Directly Through Our Services

We and service providers working on our behalf will collect any information that you choose to provide directly through our Services, including your name, email address, postal address, telephone number, password, age, payment card information, country of residence, communications and content preferences and your favorite Member stations. For example, such information may be collected when you:

- Register for an NPR account, application programming interface (API) content access, or any NPR email newsletter.
- Email, text or otherwise share a story from any of the NPR Services.
- Contact us for information or to ask a question.
- Make a purchase from the NPR Shop.
- Post, upload, or otherwise submit to NPR a comment, story idea, essay, photo, or other content or user-generated material ("User Materials").
- Register for an NPR tour or event or any contest we sponsor.
- Apply for a job, internship or fellowship at NPR.
- If you choose to participate in a survey, we may ask you to provide your date of birth, gender, education level, information about your employment, income level and other information.

Like other non-profit organizations, we also track donation activity on an individual basis. Accordingly, if you choose to donate to NPR or an NPR Member station through the NPR Services, or express interest in or request information about making donations, we may keep a record of these contacts that includes your name, contact information and other information about your donation or inquiry. If you choose to donate to an NPR Member station, your information may be collected directly by NPR

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and/or by that Member station and, if collected by the Member station, subject to the Member station's privacy policy.

We also may ask you to provide other information about yourself for various other purposes that we specify or make apparent at the time of collection.

Information Automatically Collected Through Technology

We and service providers working on our behalf automatically collect certain information about your computer or device and your interactions with our Services through access logs, cookies, pixel tags and other tracking technologies. Depending on which NPR Services you use and how you access them, the information collected automatically may include:

- The Internet Protocol address (IP address) of the computer or device you used to access the NPR Services or play podcasts or other media content downloaded through our Services.
- The domain name of your Internet Service Provider.
- The website, application, platform or service you visited before and after visiting an NPR Service.
- Search terms you enter using the NPR Services or on a referring website.
- Your approximate geographic location information (derived from request header information, such as your IP address) and/or more precise information about the specific location of your device if you have given NPR explicit consent to receive this information for an NPR application on your mobile device.
- The make, model, carrier and unique device identifier for your mobile device, the unique advertising identifier (for example, the Apple IDFA (Identifier for Advertisers) or Google Advertising ID) that allows mobile applications running on your mobile device to gather data for purposes of serving targeted advertising or personalized or "interest-based" sponsorship credits, and other information

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about your computer or mobile device and its browser, operating system, settings and software.

- Automobile make (for certain connected car platforms).
- The dates, times, duration, and frequency of your interactions with our Services.
- Your navigation path through the NPR Services, including any "favorites" you select, and patterns in the paths you take.
- A list of files you download, listen to, view, email, text or otherwise share and other content preferences.
- The amount of time spent listening to or viewing media files or pages.
- Listening data collected both when you download and listen to podcasts or other media files. Listening data includes descriptions of the title, episodes, segments and sponsorship credits included in a podcast or other media file, time and date stamps for download and playback events (for example, when a file is downloaded and when playback of a particular segment or sponsorship credit starts, stops, is skipped or is paused), the mobile advertising identifier for your device (for example, the Apple IDFA or Google Advertising ID), session IDs and information about the device or platform used to download or play a particular file. The producers of any independently produced podcasts we distribute may also collect the same types of listening data subject to their own privacy policies, which may differ from ours.
- Information about your interactions with our email messages, such as links you click on and whether you open or forward a message, the date and time of these interactions, and information about the computer or device you use to read emails.
- Any errors you encountered during your use of our Services.

Further information about our use of cookies, pixel tags and other tracking technologies can be found here and in the section that follows.

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Analytics Data Collection

Our Services also make use of third-party analytics, cookie data collection and linking services (collectively "Analytics Services"), including Google Universal Analytics, Google Analytics Demographics and Interest Reporting, Remarketing with Google Analytics, and DoubleClick for Publishers. These Analytics Services may use cookies, pixel tags, and other tracking and storage technologies to collect or receive information (not including your name or the email address you register with NPR) from our Services and elsewhere on the Internet and use that information to analyze and measure our audience and target and evaluate the effectiveness of sponsorship credits. For example, NPR and Analytics Services may use first-party cookies (such as the Google Analytics cookies) and third-party cookies (such as the Remarketing with Google Analytics and DoubleClick cookies) together to inform, optimize, and serve sponsorship credits based on your past interactions with our Services and other websites or services. In addition, we may use analytics data, including but not limited to, geographic, demographic, and interest reporting information to recognize and understand user preferences, make improvements, and for other operational purposes. Each Analytics Service's ability to use and share analytics information is restricted by such Analytics Service's terms of use and privacy policy. To learn more about how Google uses data, visit www.google.com/policies/privacy/partners/. Information about opting out of Google Universal Analytics is included in the "Your Choices" section below. For a full list of Analytics Services, please contact us.

How We Use the Information We Collect

We and service providers working on our behalf collect and use information to provide you with a customized interactive experience and to make our Services more valuable to you. We also may use the information we collect for fundraising purposes to support our Member stations and public media mission. NPR and service providers working on our behalf also may use the information collected through our Services:

- To manage, administer and improve the NPR Services.
- To respond to your questions or messages.

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- To provide you with personalized features and content, including content from NPR Member stations that are associated with your account or located near you and other content that may be of interest to you.
- To publish, broadcast, attribute and otherwise use and license any User Materials you submit according to our Terms of Use.
- To fulfill your NPR Shop orders and other requests.
- To offer you access to NPR tours and events.
- To process applications for jobs, internships and fellowships at NPR.
- To process applications for volunteers for our NPR Ambassador program.
- To manage contests you enter.
- To contact you for an online survey, or for other editorial purposes.
- To recognize you as the same user when you access our Services using different computers, devices and browsers.
- To save and "remember" your registration information, settings and preferences so you do not have to re-enter this information each time you visit.
- With your consent where required by applicable law, to send you NPR email newsletters and other communications, including marketing, fundraising, membership and other messages from NPR or our Member stations.
- To understand whether and when you read our email messages and click on links in those messages.
- To control the sequence and frequency of sponsorship credits you hear and see and tailor the content of those messages to your perceived interests.
- To conduct market or audience analysis and related reporting.

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- To help us measure and analyze user traffic and usage patterns and improve the quality and effectiveness of our content, features, sponsorship credits, and other communications.
- To prevent potentially prohibited or illegal activities, comply with applicable laws, and enforce our Terms of Use or other legal rights.
- To generate aggregate or other information that does not directly identify you as an individual or the devices you use to access our Services, and use and share that information for NPR's purposes.
- In other ways and for other purposes that are described to you at the time we collect the information or for which we otherwise have your consent.

How We Disclose Information

NPR is committed to maintaining your trust. We want you to understand when and with whom we and service providers working on our behalf may share information about you that is collected through our Services.

User Materials. Any User Materials you submit through our Contact Us page, social networking services or similar features can be seen, collected and used by us and anyone else who has access to the applicable service. Such information is likely to become public and we cannot be responsible for any unauthorized third-party use. Any User Materials you submit may also be freely used and shared by NPR and its Member stations and their respective licensees in accordance with our Terms of Use.

Member stations. NPR may share your name, email address, other contact information, and information about your listening activity, donations and interests with the Member stations that are associated with your account or that are local to you. When we do so, we require those Member stations to commit to the same policies regarding further sharing with third parties that we follow under this Privacy Policy. If you do not want us to share your name, contact information, or other information, including information about your donations to NPR, with Member stations, you can contact us any time. However, if you choose to donate to an NPR Member station

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through our Services, your information may be collected directly by that Member station. In that case, the collection of your information is subject to that Member station's privacy policy.

Authorized service providers. We may share any information we collect with service providers who provide us with specialized services or otherwise help us operate our Services including, without limitation, service providers that provide customer support, email deployment, account sign-in services, payment processing, order fulfillment, analytics, marketing, suppression list management, contest management and data processing services. Our service providers include the service providers' subcontractors that provide specialized services to us or otherwise help us operate our Services. If you wish to make a payment or receive a refund through our Services, your information will be collected and controlled by the payment processor and not by us and will be subject to that payment service provider's privacy policy and practices.

Authorized third-party applications. We may share with authorized third-party applications information that you provide directly through our Services and information collected automatically through technology for the purpose of providing certain NPR Services to you on the applications. In such cases, the information that we share may include your name, favorite stations, and listening activity. NPR prohibits the third-party developers of those applications from accessing, storing or sharing any such non-public information. However, please be aware that your use of the third-party application is otherwise subject to the third-party application's privacy policy, which we do not control and which may differ significantly from ours. NPR is not responsible for the privacy practices of any third-party application and we recommend that you familiarize yourself with the privacy policies of any third-party sites, applications, platforms, and services that you visit or access.

Business transfers. We may share any collected information in connection with a substantial corporate transaction, such as the sale of an NPR Service or division, a merger, a consolidation, an asset sale, or in the unlikely event of bankruptcy.

Legal requirements. We and service providers working on our behalf may disclose any collected information to respond to subpoenas, court orders, legal process, and other law enforcement measures, and to comply with legal or regulatory obligations.

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Protect our Services and users. We and service providers working on our behalf may disclose any collected information to enforce our Terms of Use and to protect and defend the legal rights, interests, and safety of NPR, NPR Member stations, their respective employees, agents, contractors, sponsors, listeners and users, members of the general public, or others.

With your consent. We and service providers working on our behalf may share any collected information when you expressly or implicitly consent to such disclosure. For example, if you use our Services to email or text a story to a friend, we would disclose your name to that friend together with the content you directed us to send.

Wireless carriers and automobile manufacturers. Wireless carriers and automobile manufacturers also may collect contact and other information and precise location data from our mobile services users through processes we do not control. You should check the privacy policies of your wireless carriers and automobile manufacturers for additional information.

Podcast producers. We may share with third-party producers listening and other data that does not identify you that we collect through your interaction with the podcasts and other media files produced by those third-party producers.

Bitly. NPR uses a service called Bitly to create shortened uniform resource locators ("URLs" – the "addresses" of individual web pages) for our content so that it can be shared easily, particularly through social media. Bitly collects information as our shortened URLs are shared and clicked on, including IP addresses, general location information, the time and day each shortened URL is accessed, and the social media or other channels through which our content is shared. If you have established a separate account with Bitly, Bitly may associate the foregoing information with personal information it has stored in your Bitly account in accordance with Bitly's own privacy policy. To share our content without using Bitly, copy the full URL of the story you want to share from your browser and paste it into your email, text or social media message.

Aggregated and anonymous information. Subject to applicable law and your opt-out choices described below, and as we deem appropriate, we may share with third

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parties or allow them to collect directly any aggregated or other information that does not directly identify you as an individual. Such information may be used and combined with other information collected by the receiving parties pursuant to their own respective privacy policies, which we don't control. For example, we may share or authorize the collection of such information by service providers that help us analyze and improve our Services, provide us and other digital media organizations with ratings and ranking data, help us to create personalized content, or tailor sponsorship credits to your interests. We may also share or authorize the collection of such information by sponsors or their agencies to help them measure the impact of their sponsorship campaigns.

Your Choices

You have the following choices to update, correct and limit the collection and use of information gathered through our Services.

Don't volunteer information. If you do not consent to the collection, use or sharing of your contact and other information as described in this Privacy Policy, please do not use the NPR Services or provide information to us. By using the NPR Services or providing information to us through the NPR Services, you are "opting in" to the collection, use and sharing of that information as described in this Privacy Policy.

Registration information. Sign in to your NPR account or contact us to correct or update any registration information you provided to us, opt out of future email newsletters from us, or cancel your NPR account, NPR newsletter subscription or other NPR registrations. For your protection, we may only act on requests with respect to the registration data associated with the particular email address that you use to send us your request, and we may ask you to verify your identity before implementing your request. We will try to comply with your request as soon as reasonably practicable. We may need to retain certain information for recordkeeping purposes and/or to complete any transactions that you began prior to requesting a correction, update or cancellation.

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Donation information. If you are a donor to NPR and do not want us to share your name, contact information or other information with any Member station, you can opt out of such sharing at the time you make the donation or you can contact us any time. However, if you choose to donate to an NPR Member station through our Services, your information may be collected directly by that Member station. In that case, the collection of your information is subject to that Member station's privacy policy.

Cookies. You have the option to set your browser to accept all cookies, reject all cookies, notify you when a cookie is set, or delete cookies. Each browser is different, so select the "Help" menu in your browser for instructions on how to use the relevant tools and settings. Note that if you disable or delete cookies, you may lose access to certain features of the NPR Services. For additional information regarding the cookies used in the NPR Services, read NPR's Statement Regarding Cookies and Other Tracking Technologies.

Google Analytics. To prevent data from being collected by Google Universal Analytics, use the opt-out browser add-on developed by Google for this purpose available here.

Interest-based messages. To opt out of receiving personalized or "interest-based" online sponsorship credits from our service providers and other participating companies, visit <http://www.aboutads.info/choices>. For information about controlling the collection of cross-app data from your mobile device for personalized or "interest-based" advertising or sponsorship credit purposes, visit <http://youradchoices.com/appchoices>. UK users, other European Economic Area (EEA) users and Swiss users can learn more and access opt-out tools from <http://www.youronlinechoices.eu/>. You also may adjust the settings on your device. For iOS mobile devices, go to "Settings" from your device's home screen, scroll down to "Privacy", select "Advertising", and turn on "Limit Ad Tracking." For Android mobile devices, go to "Google Settings" on your device, select "Ads"; and check the box labeled "Opt Out of Interest-Based Ads" or "Opt Out of Ads Personalization." (These device settings options may change in the future or otherwise may differ for certain devices; consult your device manufacturer's support literature for the most current information).

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Note that if you opt out, you may still receive the same number of sponsorship credits as before but they may not be as relevant to your interests. Opting out of third-party interest-based sponsorship credits is a cookie-based process and will only affect the specific computer, device, and browser on which your opt-out choice is applied. If you subsequently delete your browser cookies, you will need to opt out again. For more information about opting out of interest-based messages, visit www.aboutads.info/choices.

Precise location information. If you consent to our collection of your precise device location through an NPR mobile application, you can withdraw your consent at any time and prevent the further collection of your precise location by accessing the privacy settings of your mobile device and/or the settings of the NPR mobile application.

Do Not Track

We do not currently respond to browser do-not-track signals. Instead, we adhere to the standards set out in this Privacy Policy and offer the choices described above.

Security

We employ physical, electronic, and managerial safeguards in an effort to secure the information we collect. These safeguards vary based on the sensitivity of the information. Because no security system is impenetrable, however, we cannot guarantee the security of our databases or that information you supply will never be intercepted, accessed, or disclosed in a manner that is inconsistent with this Privacy Policy. Because most email and mobile transmissions are not encrypted, you should take special care in deciding what information you send to us via email, text messages, or other mobile transmissions.

Links to and from Other Sites and Services

Our Services contain links to other sites, applications, platforms and services operated by third parties whose privacy policies we don't control and may differ significantly from ours. For instance, clicking or tapping on a sponsorship credit or some third-

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party logos on the NPR Services will take you to an entirely different site or service that may collect, use and share information in ways that NPR would not. You also may access NPR content and the NPR Services from a third-party site or service that may collect, use and share information in ways that NPR would not. NPR is not responsible for the content or privacy practices of these third-party services and we recommend that you familiarize yourself with the privacy policies of any such sites or services you visit or access.

Social Networking Services Sign-in and Sharing Tools

Our Services allow users to sign in to their NPR accounts using their credentials on social networking services such as Facebook and Google+ (each an "SNS"). If you sign in to our Services through an SNS, we will receive your email address and certain profile information from such SNS in accordance with its privacy policy and your SNS account privacy settings. Any information that we collect from your SNS account may depend on the privacy settings you have selected with that SNS, so please consult the applicable SNS's privacy and data policies to learn how to manage these settings.

If you use tools on our Services that allow you to share stories or other content with your friends and followers on an SNS such as Facebook, Twitter, Flipboard, or Google+, that action and any information you share may be used by the SNS according to its own privacy policy.

Changes to This Privacy Policy

NPR reserves the right to change this Privacy Policy at any time. Any changes will be posted to this page, so please check back periodically. Your use of our Services constitutes consent to the Privacy Policy then in effect. Please read NPR's Terms of Use to understand additional terms and conditions that apply to your use of our Services.

Users Outside the U.S.

Our Services are controlled and operated within the United States. Any information we collect may be transferred to, and processed, stored, and accessed by, us and our

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service providers in the United States and in other jurisdictions where we or our service providers operate. These jurisdictions may have data privacy laws that may not be as protective as those of your home jurisdiction, and courts and other authorities may, in certain circumstances, be entitled to access information about you subject to such data privacy laws. By using the NPR Services, you agree to this transfer, processing, storage, and access of your information as described in this Privacy Policy.

NOTICE TO EU RESIDENTS: Our handling of information about EU residents is governed by the NPR Privacy Notice for EU Residents, effective May 25, 2018. This Privacy Policy does not apply to EU residents.

For California Residents – Your California Privacy Rights

California residents can request and obtain from us once a year and free of charge a list of all third parties to which NPR has disclosed certain information during the preceding calendar year for the third parties' direct marketing purposes. If you are a California resident and want such a list, please contact us. For all requests, you must put the statement "Your California Privacy Rights" in the message field of your request, as well as your name, street address, city, state, and zip code. Please note that we will not accept these requests by telephone, mail or fax, and we are not responsible for notices that are not labeled or sent properly, or that do not have complete information.

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EXHIBIT J-01

Privacy Policy

1. General

At Duolingo, we care about your personal data, so we have prepared this Privacy Policy to explain how we collect, use and share it.

This Privacy Policy ("**Privacy Policy**") details the personal data Duolingo, Inc. ("**Duolingo**", "**we**", "**us**" or "**our**") receives about you, how we process it and your rights and obligations in relation to your personal data. Duolingo, Inc., a company registered at 5900 Penn Ave, Second Floor, Pittsburgh, PA 15206, United States of America is the data controller for the purposes of the General Data Protection Regulation ("**GDPR**") and any relevant local legislation ("**Data Protection Laws**").

By using or accessing the Service, you agree to the terms of this Privacy Policy. Capitalized terms not defined here have the meanings set forth in the terms and conditions (the "**Terms and Conditions**"), located at www.duolingo.com/terms. We may update our Privacy Policy to reflect changes to our information practices. If we do this and the changes are material, we will post a notice that we have made changes to this Privacy Policy on the Website for at least 7 days before the changes are made, and we will indicate the date these terms were last revised at the bottom of the Privacy Policy. Any revisions to this Privacy Policy will become effective at the end of that 7 day period.

If you are an employee, worker or contractor of Duolingo, the information about how we handle your personal information is available in the Duolingo internal knowledge base. With respect to employees based in Europe, we are committed to cooperating with EU data protection authorities (DPAs) and comply with the advice given by such authorities with regard to human resources data transferred from the EU in the context of the employment relationship.

2. Information We Collect

This Privacy Policy explains how we collect, use and share your personal data.

Information you provide

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Activity Data

When you use the Service, you will submit information and content to your profile. We will also generate data about your use of our Services including your engagement in educational activities on the Service, or your sending of messages and otherwise transmitting information to other users ("**Activity Data**"). We also collect technical data about how you interact with our Services; for more information, see [Cookies](#).

When you use Duolingo in our app or on our website, we use a service named FullStory to log your activity. This provides us with a set of data and a session replay of your activity on Duolingo in the form of a video. FullStory captures and analyzes your usage data to help us make your Duolingo experience better.

We only collect the data we need which means we don't record:

- Usernames
- Names
- Profile Images
- Email addresses
- Locations or bios on the Profile page
- Passwords

We do record the following data:

Usage Patterns

- Clicks
- Mouse movements
- Scrolling
- Typing

Tech Specs

- Browser
- Device type
- Operating system
- Viewfinder size
- Script errors
- IP address

Navigation

- Pages visited
- Referrers
- URL parameters

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- Session progress
- Answers

You can disable FullStory activity recording by using the opt-out function on FullStory's website [here](#).

Live Speaking Practice

When you take a Live Speaking Lesson, we will use your computer's microphone throughout the lesson to speak to your tutor. You also have the option of using your camera to share your video with your tutor. Duolingo records these audio and video lessons and retains them until you close your Duolingo account. Duolingo uses this data to help improve the quality of the lessons and for internal research purposes.

Duolingo does not share any of your personal data with your tutor. You are completely anonymous to them by default, and you can freely choose whether you show them your video or tell them any personal details such as your name during the conversation. Duolingo only shares some basic skill level information with the tutor, prior to your lesson, so they understand how best to speak to you.

Test Data

If you register for the Duolingo English Test, you will also provide us with your gender, native language, secondary school, and self-reported test scores for other exams. Each time you take a test you must also provide a photo of a current, valid driver's license, passport, or other government issued ID and take a photo of your face to verify your identity ("**Testing ID**").

When you use the Service to take an examination in the Duolingo English Test you must provide access to your computer's webcam and microphone. We will use them to record you and your screen during the entire examination period ("**Testing Video**"). While using the Duolingo English Test, you will submit answers to questions and other information as part of the testing and evaluation process.

The testing software will be installed onto your computer. During the test, the testing software will monitor if additional applications are running on your computer, but will not open any applications or individual files. Please close any other applications by exiting from them completely prior to starting the test.

Additionally, Duolingo will be able to note if any peripherals are used during the test (i.e. external devices attached to your computer), but will not have any control or

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Duolingo will not open network packets, but will have access to network usage statistics and the volume of network traffic.

Third Party Data

We also collect information about you from third parties. For more information, see Information obtained by Third Parties.

Product Research and Development

We may contact you to participate in product research activities. These may include surveys, interviews, and other types of feedback sessions. When you participate in these research activities, the information you provide will be used to test, improve, and develop our products. We will record the video, audio and text transcriptions of this feedback together with any additional contact information you provide and will retain this data for two years.

Please contact us at research@duolingo.com to:

- Request more information about the research activities you have volunteered for.
- Opt out of being contacted for research activities.
- Request a copy of any research related data you have provided to us.

3. Cookies

When you enter the Website, we collect your browser type and your IP address (a unique address that identifies your computer on the Internet). When you use our mobile Application, we collect your device type, your device ID, and your IP address.

In addition, we store certain information from your browser using "cookies." A cookie is a piece of data stored on the user's computer tied to information about the user. We use session ID cookies to confirm that users are logged in. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature; however, you should note that cookies may be necessary to provide you certain features available on the Website (e.g., customized delivery of information).

You can find more information about cookies and how to manage them at <http://www.allaboutcookies.org>.

4. Information Obtained by Third Parties

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Providers”). These Third Party Advertising Service Providers collect and use personal data about your visits to and use of the Website and mobile Application, as well as other websites in order to serve you with advertisements and content tailored to meet your preferences and likely interests or better understand ad effectiveness. Aggregate demographic and interest data will also be used for market research purposes.

We use Google Analytics which is a web analytics tool that helps us understand how users engage with the Website. Like many services, Google Analytics uses first-party cookies to track user interactions as in our case, where they are used to collect information about how users use our site. This information is used to compile reports and to help us improve our Website. The reports disclose website trends without identifying individual visitors. You can opt out of Google Analytics without affecting how you visit our site – for more information on opting out of being tracked by Google Analytics across all websites you use, visit this Google page: <https://tools.google.com/dlpage/gaoptout>.

You can opt-out of receiving personalized ads from advertisers and ad networks that are members of the Network Advertising Initiative (“NAI”) or who follow the DAA Self-Regulatory Principles for Online Behavioral Advertising using their respective opt-out tools. The NAI's opt-out tool can be found here <http://www.networkadvertising.org/choices/> and the DAA's opt out tool can be found here <http://www.aboutads.info/choices/>.

In addition, your mobile devices may offer settings that enable you to make choices about the collection, use, or transfer of mobile app information for online behavioral advertising (for example, Apple iOS' Advertising ID and Google Android's Advertising ID). Please note that opting out does not prevent the display of all advertisements to you.

5. Use of information obtained by Duolingo

Duolingo may occasionally send you service related and product change announcements through the general operation of the Service. We will send you reminder notifications to support the Duolingo teaching methodology by reinforcing the learning cadence and help maintain your learning streak. We process your data to help provide you with the Service and offer personalized features, to understand and improve our Service and to keep our Service safe and secure.

Duolingo may use or share anonymous data collected through the Service, including Activity Data without limitation. As a business, it is critical that we perform our

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service e-mails at any time.

We may also use your contact information to send you notifications regarding new services, offers and promotions offered by Duolingo if you affirmatively consent to receive such communications.

When you register with Duolingo, some of your information is made public and available at various locations including duolingo.com/profile/your-username and duolingo.com/users/your-username. This will include the data from your Duolingo Profile and Account (Name, Location, Bio, Username, User ID, Profile picture and Duolingo Plus membership status); your followers and the people you follow; and your learning progress (XP, Streak, Lingots, Daily Progress, Languages being learned, progress level, Crowns, Skills, Lessons undertaken, Lexemes and Strength). Tinycards decks you create are also public by default, but can be made visible to only you or to people you have shared a link with. Your Duolingo account email address is not shown publicly. Third party websites may be able to read, collect and use your public information for their own purposes.

Profile information is used by Duolingo to be presented back to and edited by you when you access the Service and to be presented to other users. In some cases, other users may be able to supplement your profile, including by submitting comments (which can be deleted by you). Duolingo uses this information to provide you with support, to send you essential notifications, to enforce our terms, conditions and policies, to communicate with you, to administer the Services, and for internal operations, including troubleshooting, data analysis, testing, research, statistical, and survey purposes. Duolingo's Terms and Conditions provide the contractual lawful basis for these processing activities.

Duolingo English Test

When you take a test in the Duolingo English Test, we will use your computer's camera and microphone throughout the test to collect a Testing Video.

We will process information in connection with the Duolingo English Test comprising given name(s), surname(s), date of birth, gender, native language, country, secondary school, self-reported test scores for other exams, application IDs, a picture or scan of a current, valid driver's license, passport or other government issued ID, your Testing ID, Testing Video, data about active software processes and volume of network traffic, and answers to questions as part of the testing and evaluation process in order:

- To provide accurate testing results to Score Recipient(s) (as defined below)

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- To store and review the testing video recording, the active software processes and the volume of network traffic to validate that you took the examination without improper assistance
- To evaluate your performance on the Duolingo English Test, to report results and to evaluate the usefulness, accuracy and other aspects of the Duolingo English Test
- For our research team to validate and improve the examination, in an anonymized format
- To analyze audio recordings of verbal responses to improve our ability to understand the spoken language
- To share your Testing ID with your consent upon initiation of a dispute by a Score Recipient

Duolingo's Terms and Conditions provide the contractual lawful basis for these English Test processing activities.

Duolingo ABC

Duolingo ABC is separate from the traditional Duolingo Learning app and does not share any account information between the two. The Duolingo ABC app is designed to be set up by parents and will ask you to provide your child's age. This information is kept anonymously for research purposes and not tied to your personal data in any way. You can then choose to enable speaking exercises. Speech data is stored on your phone and uses Apple's speech recognition service to convert your voice into text. No speech data is shared with Duolingo. As a parent you also have the option of providing your email address so that Duolingo may send you information about product updates and to ask you about participating in product research. If you do provide your email address you can unsubscribe any time by emailing literacy-feedback@duolingo.com or by clicking the unsubscribe link in any Duolingo ABC emails. Your Duolingo ABC data is backed up into Apple's iCloud which allows you to synchronize and restore the data onto another Apple device.

6. Sharing your personal data with third parties

Duolingo shares your personal data only when it is necessary to offer the Service, legally required, or permitted by you.

We will provide personal data to hosting providers such as Amazon Web Services, search engine providers such as Google, analytics providers such as Crashlytics, and support providers such as ZenDesk.

These data processors help us bring you the Service. For example, we may share your information in order to detect where or how you encountered a bug when using our

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of that personal data to the provision of services to Duolingo.

We will be required to access and disclose personal data in response to lawful requests, such as subpoenas or court orders, or in compliance with applicable laws. Additionally, we will access and share account or other personal data when we believe it is necessary to comply with law, to protect our interests or property, to prevent fraud or other illegal activity perpetrated through the Service or using the Duolingo name, or to prevent imminent harm. This will include accessing and sharing personal data with other companies, lawyers, agents or government agencies.

Duolingo will share the complete and accurate results of Duolingo English Tests with such institutions, including universities, potential employers, or other third parties, (collectively, "**Score Recipients**") as specified when you send your results after finishing a test or when you apply a coupon sponsored by the Score Recipient before starting a test. These results will include your test score, a video of the interview section of your test, and your written responses to certain parts of the test. We will also share your full name, date of birth, e-mail address, and the photo you take of yourself. We will never share examination results with any party without your approval, except that anonymized examination results will be used by Duolingo and its partners to improve the examination and for research and analysis. We will not share your Testing ID with any Score Recipients, except with your consent upon initiation of a dispute by a Score Recipient.

If the ownership of all or substantially all of the Duolingo business, or individual business units or assets owned by Duolingo that are related to the Service, were to change, your personal data will be transferred to the new owner. In any such transfer of information, your personal data would remain subject to this section.

Duolingo will share aggregate or anonymous data collected through the Service, including Activity Data, for purposes such as understanding or improving the service.

7. Data subject rights and data retention

You can manage your account settings at <https://www.duolingo.com/settings/account> to update, amend, and correct your information.

You also have the following rights in relation to the personal data we hold about you, unless provided otherwise by local law:

- To request access to, or erasure of, the personal data we hold about you.
- To request us to restrict the processing of the personal data we hold about you.

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- To export the personal data you have provided to Duolingo in a format that can be transferred electronically to a third party.
- To delete your account with Duolingo by following the instructions available through the Service.

Duolingo will retain your data until your account is deleted, after which point we will retain anonymous data collected through the Service, including Activity Data, which may be used by Duolingo and shared with third parties in any manner. Information associated with the Duolingo English Test, including examination results and your Testing Video, will be collectively deleted from your Duolingo account after five years have passed from the date you upload your test, but anonymized examination data, including your examination results and Testing Video, will be kept indefinitely by Duolingo to improve the examination and for research and analysis.

Please note that some of these rights are not absolute. In some cases, we may refuse a request to exercise particular rights if complying with it meant that we are no longer able to meet our contractual obligation to provide you with particular products and services. We will keep you informed as to the actions that we can take when you make your request.

You may also have the right to make a GDPR complaint to the relevant Supervisory Authority. A list of Supervisory Authorities is available here: http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm. If you need further assistance regarding your rights, please contact us using the contact information provided below and we will consider your request in accordance with applicable law. In some cases our ability to uphold these rights for you may depend upon our obligations to process personal information for security, safety, fraud prevention reasons, compliance with regulatory or legal requirements, or because processing is necessary to deliver the services you have requested. Where this is the case, we will inform you of specific details in response to your request.

8. Third party websites and links

Please note that you may have cookies placed on your computer by third party websites that refer you to our Service. Although we do not share your personal data with these third party websites unless it is reasonably necessary to offer the Service, they may be able to link certain non-personally identifiable information we transfer to them with personal data they previously collected from you. Please review the privacy policies of each website you visit to better understand their privacy practices. In addition, Duolingo would like to inform you that anytime you click on links (including

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Our Services contain links to other sites operated by third parties. Duolingo does not control such other sites and is not responsible for their content, their privacy policies, or their use of personal data, including any personal or financial information collected by our third party payment processor to process payments for in-app purchases. Duolingo's inclusion of such links does not imply any endorsement of the content on such sites or of their owners or operators except as disclosed on the Services. Any information submitted by you directly to these third parties is subject to that third party's privacy policy.

9. California privacy rights

Residents of California have the right to:

- Know what personal information we collect about you and from where we collect it.
- Access a copy of the personal information we hold about you.
- Understand how we process your personal information and how it may be shared.
- Opt out of having your personal information shared with certain third parties.
- Request we delete your Duolingo account and personal information.

To make such a request, please send an email to privacy@duolingo.com.

10. Children under age of digital consent

We know that children deserve extra privacy protection. That's why we treat child users differently to ensure their parents are in control and we only collect the bare minimum information we need to make Duolingo work.

When a user creates a Duolingo account we collect their age and compare it to the local standard of child online consent depending on the country they registered in. We refer to users under this age as "child users". Child users are permitted to create a user account but we ask them to provide their parent's email address instead of their own. We also prevent child users from supplying their own name because we don't need that information.

After registration we will send an email notifying the parent about Duolingo's privacy and information practices regarding child users, including what personal data we collect and how we use, share, and protect that personal data. The email also explains how parents can request that Duolingo access, change or delete the personal data about their child.

Child users receive the following special treatment:

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- Uploading an avatar photo is disabled.
- Promotional emails are disabled.
- Leaderboards are disabled.
- Discussion forums are disabled.
- The child's profile is made private and hidden from other users' searches.
- Other users are unable to follow the child.
- The ability to follow other users or search for other users is disabled.
- The ability to send an invitation email is disabled.
- Finding friends on Facebook is disabled.
- Social logins with Facebook, Google or Apple are disabled.
- Social follow buttons for Twitter, Facebook and Instagram are disabled.

In addition, all users under the age of 16 receive the following special treatment:

- Advertisements are set to non-personalised.
- Third party behavioral tracking is disabled.
- Third party analytics is disabled.

To prevent restricted users from amending these features, the settings will be hidden or grayed out. In the future, once we're sure the user is old enough we will automatically remove the restrictions, reset the settings to their defaults and make the settings visible for them to configure how they choose.

With regards to the Children's Online Privacy Protection Rule ("COPPA"), Duolingo only collects personal information from children under the age of 13 for the sole purpose of performing internal operations of the Service. If we discover that we have unknowingly collected additional personal information from these children we will delete it. If you believe this to be the case, please contact us at privacy@duolingo.com.

11. Links

The Service may contain links to other websites. We are not responsible for the privacy practices of other websites. We encourage users to be aware when they leave the Service to read the privacy statements of other websites that collect personally identifiable information. This Privacy Policy applies only to information collected by Duolingo via the Service.

12. Information security

Duolingo has implemented administrative and technical safeguards it believes are appropriate to protect the confidentiality, integrity and availability of your personal data, Testing ID, User Photo, access credentials, and Duolingo English Test results.

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13. **Do Not Track**

The Service is not designed to respond to “do not track” signals sent by some browsers.

14. **Contact Us**

Duolingo’s headquarters are located within the USA at:

Duolingo, Inc.

5900 Penn Ave, Second Floor

Pittsburgh, PA 15206

United States of America

Phone: +1-412-567-6602

Within the EU, Duolingo, Inc. is a registered Data Controller with the UK Information Commissioner's Office (ICO), number ZA294891, at the address:

Duolingo, Inc.

85 Great Portland Street

London

W1W 7LT

United Kingdom

For all data privacy inquiries and any questions or concerns you have about this Privacy Policy, please contact our Data Protection Officer at privacy@duolingo.com

For all support inquiries, please go to <https://support.duolingo.com>.

Last revised on 11th October, 2018

EXHIBIT J-02

الخصوصية

Privacy Policy

1. GENERAL

At Duolingo, we care about your personal data, so we have prepared this Privacy Policy to explain how we collect, use and share it

This Privacy Policy ("**Privacy Policy**") details the personal data Duolingo, Inc. ("**Duolingo**", "**we**", "**us**" or "**our**") receives about you, how we process it and your rights and obligations in relation to your personal data. Duolingo, Inc., a company registered at 5900 Penn Ave, Second Floor, Pittsburgh, PA 15206, United States of America is the data controller for the purposes of the General Data Protection Regulation ("**GDPR**") and any relevant local legislation ("**Data Protection Laws**")

By using or accessing the Service, you agree to the terms of this Privacy Policy. Capitalized terms not defined here have the meanings set forth in the terms and conditions (the "**Terms and Conditions**"), located at www.duolingo.com/terms. We may update our Privacy Policy to reflect changes to our information practices. If we do this and the changes are material, we will post a notice that we have made changes to this Privacy Policy on the Website for at least 7 days before the changes are made, and we will indicate the date these terms were last revised at the bottom of the Privacy Policy. Any revisions to this Privacy Policy will become effective at the end of that 7 day period

2. INFORMATION WE COLLECT

When you use Duolingo you provide us with information you submit via the Service, and we collect information regarding your use of the Service as you interact with the Service

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Information you provide

Through the registration process, you will provide us with your name, e-mail address (or parent's e-mail address), and age or date of birth. You will also provide us with your payment transaction information if you .choose to pay for Duolingo services

Activity Data

When you use the Service, you will submit information and content to your profile. We will also generate data about your use of our Services including your engagement in educational activities on the Service, or your sending of messages and otherwise transmitting information to other users ("Activity Data"). We also collect technical data about how you interact .with our Services; for more information, see Cookies

Test Data

If you register for the Duolingo English Test, you will also provide us with your gender, native language, secondary school, and self-reported test scores for other exams. Each time you take a test you must also provide a photo of a current, valid driver's license, passport, or other government issued ID and a take a photo of your face to verify your identity ("Testing .ID")

When you use the Service to take an examination in the Duolingo English Test you must provide access to your computer's webcam and microphone. We will use them to record you and your screen during the entire examination period ("Testing Video"). While using the Duolingo English Test, you will submit answers to questions and other information .as part of the testing and evaluation process

Third Party Data

We also collect information about you from third parties. For more .information, see Information obtained by Third Parties

COOKIES .3

When you enter the Website, we collect your browser type and your IP address (a unique address that identifies your computer on the Internet).

When you use our mobile Application, we collect your device type, your ^{الخصوصية} device ID, and your IP address.

In addition, we store certain information from your browser using "cookies." A cookie is a piece of data stored on the user's computer tied to information about the user. We use session ID cookies to confirm that users are logged in. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature; however, you should note that cookies may be necessary to provide you certain features available on the Website (e.g., customized delivery of information).

You can find more information about cookies and how to manage them at <https://web.archive.org/web/20180705115213/http://www.allaboutcookies.org>

INFORMATION OBTAINED BY THIRD PARTIES .4

To support and enhance the Service, we work with a variety of third party advertising networks, marketing analytics service providers and website analysis firms, such as Google, Facebook, Oath, Unity, and Quantcast (collectively, "**Third Party Advertising Service Providers**"). These Third Party Advertising Service Providers collect and use non-personally identifiable information, such as your mobile device ID, about your visits to and use of the Website and mobile Application, as well as other websites in order to serve you with advertisements and content tailored to meet your preferences and likely interests or better understand ad effectiveness. Aggregate demographic and interest data will also be used for market research purposes.

We use Google Analytics which is a web analytics tool that helps us understand how users engage with the Website. Like many services, Google Analytics uses first-party cookies to track user interactions as in our case, where they are used to collect information about how users use our site. This information is used to compile reports and to help us improve our Website. The reports disclose website trends without identifying individual visitors. You can opt out of Google Analytics without affecting how you visit our site – for more information on opting out of being tracked by

Google Analytics across all websites you use, visit this Google page:
[archive.org/web/20180705115213/https://tools.google.com/dlpage/gaoptout](https://tools.google.com/dlpage/gaoptout)

You can opt-out of receiving personalized ads from main advertisers and ad networks that are members of the Network Advertising Initiative ("NAI") or who follow the DAA Self-Regulatory Principles for Online Behavioral Advertising using their respective opt-out tools. The NAI's opt-out tool can be found here [archive.org/web/20180705115213/http://www.networkadvertising.org/choices/](https://www.networkadvertising.org/choices/) and the DAA's opt out tool can be found here [s://web.archive.org/web/20180705115213/http://www.aboutads.info/choices](https://www.aboutads.info/choices) ./_

In addition, your mobile devices may offer settings that enable you to make choices about the collection, use, or transfer of mobile app information for online behavioral advertising (for example, Apple iOS' Advertising ID and Google Android's Advertising ID). Please note that .opting out does not prevent the display of all advertisements to you

USE OF INFORMATION OBTAINED BY DUOLINGO .5

Duolingo may occasionally send you service related and product change announcements through the general operation of the Service. We will send you reminder notifications to support the Duolingo teaching methodology by reinforcing the learning cadence and help maintain your learning streak.

We process your data to help provide you with the Service and offer personalized features, to understand and improve our Service and to keep .our Service safe and secure

Duolingo may use or share anonymous data collected through the Service, including Activity Data. As a business, it is critical that we perform our contract with you with the best service possible, and it is in our legitimate interests to perform these processing functions and to enable service e-mails by default to keep your data secure and provide our Service. You .may opt out of any non-essential service e-mails at any time

We may also use your contact information to send you notifications regarding new services, offers and promotions offered by Duolingo if you .affirmatively consent to receive such communications

Profile information is used by Duolingo to be presented back to and edited by you when you access the Service and to be presented to other users. In some cases, other users may be able to supplement your profile, including by submitting comments (which can be deleted by you). Duolingo uses this information to provide you with support, to send you essential notifications, to enforce our terms, conditions and policies, to communicate with you, to administer the Services, and for internal operations, including troubleshooting, data analysis, testing, research, statistical, and survey purposes. Duolingo's Terms and Conditions provide the contractual lawful basis for these processing activities

Duolingo English Test

When you take a test in the Duolingo English Test, we will use your computer's camera and microphone throughout the test to collect a .Testing Video

We will process information in connection with the Duolingo English Test comprising given name(s), surname(s), date of birth, gender, native language, country, secondary school, self-reported test scores for other exams, application IDs, a picture or scan of a current, valid driver's license, passport or other government issued ID, your Testing ID, Testing Video, and answers to questions as part of the testing and evaluation process in :order

- To provide accurate testing results to Score Recipient(s) (as defined below) ◦
- To compare your Testing ID to your Testing Video to ensure that the person who registered for the examination (and whose identity Duolingo has validated) is the same person who took the examination ◦
- To store and review the Testing Video recording to validate that you took the examination without improper assistance ◦
- To evaluate your performance on the Duolingo English Test, to report results and to evaluate the usefulness, accuracy and other aspects of the Duolingo English Test ◦
- For our research team to validate and improve the examination, in an anonymized format ◦
- To analyze audio recordings of verbal responses to improve our ability to understand the spoken language ◦
- To share your Testing ID with your consent upon initiation of a dispute by a Score Recipient ◦

Duolingo's Terms and Conditions provide the contractual lawful basis for these English Test processing activities

SHARING YOUR PERSONAL DATA WITH THIRD PARTIES .6 الخصوصية

Duolingo shares your personal data only when it is necessary to offer the .Service, legally required, or permitted by you

We will provide personal data to hosting providers such as Amazon Web Services, search engine providers such as Google, analytics providers such .as Mixpanel and Crashlytics, and support providers such as ZenDesk

These data processors help us bring you the Service. For example, we may share your information in order to detect where or how you encountered a bug when using our mobile application. In connection with these operations, our service providers will have access to personal data for a limited time. When we utilize service providers for processing any personal data, we implement contractual protections limiting the use of that .personal data to the provision of services to Duolingo

We will be required to access and disclose personal data in response to lawful requests, such as subpoenas or court orders, or in compliance with applicable laws. Additionally, we will access and share account or other personal data when we believe it is necessary to comply with law, to protect our interests or property, to prevent fraud or other illegal activity perpetrated through the Service or using the Duolingo name, or to prevent imminent harm. This will include accessing and sharing personal data with .other companies, lawyers, agents or government agencies

Duolingo will share the complete and accurate results of Duolingo English Tests with such institutions, including universities, potential employers, or other third parties, (collectively, "**Score Recipients**") as specified when you send your results after finishing a test or when you apply a coupon sponsored by the Score Recipient before starting a test. These results will include your test score, a video of the interview section of your test, and your written responses to certain parts of the test. We will also share your full name, date of birth, e-mail address, and the photo you take of yourself.

We will never share examination results with any party without your approval, except that anonymized examination results will be used by Duolingo and its partners to improve the examination and for research and analysis. We will not share your Testing ID with any Score Recipients, .except with your consent upon initiation of a dispute by a Score Recipient

If the ownership of all or substantially all of the Duolingo business, or individual business units or assets owned by Duolingo that are related to the Service, were to change, your personal data will be transferred to the new owner. In any such transfer of information, your personal data would remain subject to this section.

Duolingo will share aggregate or anonymous data collected through the Service, including Activity Data, for purposes such as understanding or improving the service.

DATA SUBJECT RIGHTS AND DATA RETENTION .7

You can manage your account settings at <https://www.duolingo.com/settings/account> to update, amend, and correct your information.

You also have the following rights in relation to the personal data we hold about you, unless provided otherwise by local law:

- To request access to, or erasure of, the personal data we hold about you
- To request us to restrict the processing of the personal data we hold about you
- To object to us processing personal data relating to you
- Where you have given us consent to process your personal data, you have the right to withdraw that consent at any time
- To export the personal data you have provided to Duolingo in a format that can be transferred electronically to a third party
- To delete your account with Duolingo by following the instructions available through the Service

Duolingo will retain your data until your account is deleted, after which point we will retain anonymous data collected through the Service, including Activity Data, which may be used by Duolingo and shared with third parties in any manner. Information associated with the Duolingo English Test, including examination results and your Testing Video, will be collectively deleted from your Duolingo account after five years have passed from the date you upload your test, but anonymized examination data, including your examination results and Testing Video, will be kept indefinitely by Duolingo to improve the examination and for research and analysis.

Please note that some of these rights are not absolute. In some cases, we may refuse a request to exercise particular rights if complying with it meant that we are no longer able to meet our contractual obligation to provide you with particular products and services. We will keep you informed as to the actions that we can take when you make your request

THIRD PARTY WEBSITES AND LINKS .8

Please note that you may have cookies placed on your computer by third party websites that refer you to our Service. Although we do not share your personal data with these third party websites unless it is reasonably necessary to offer the Service, they may be able to link certain non-personally identifiable information we transfer to them with personal data they previously collected from you. Please review the privacy policies of each website you visit to better understand their privacy practices. In addition, Duolingo would like to inform you that anytime you click on links (including advertising banners), which take you to third party websites, you will be subject to the third parties' privacy policies

Our Services contain links to other sites operated by third parties. Duolingo does not control such other sites and is not responsible for their content, their privacy policies, or their use of personal data, including any personal or financial information collected by our third party payment processor to process payments for in-app purchases. Duolingo's inclusion of such links does not imply any endorsement of the content on such sites or of their owners or operators except as disclosed on the Services. Any information submitted by you directly to these third parties is subject to that third party's privacy policy

PRIVACY SHIELD COMPLIANCE .9

Duolingo complies with both the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data transferred from the European Union and Switzerland to the United States, respectively.

Duolingo is committed to subjecting all personal data received from European Union (EU) member countries and Switzerland, in reliance on the Privacy Shield Frameworks, to the Framework's applicable Principles. If

there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, please visit U.S. Department of Commerce's Privacy Shield List.

Duolingo acknowledges the right of EU and Swiss individuals to access their data pursuant to the Privacy Shield. Individuals wishing to exercise this right may do so by contacting us at privacy@duolingo.com.

Duolingo will be responsible for the processing of personal data it receives, under the Privacy Shield Frameworks, and will subsequently transfer such data to a third party acting as an agent on its behalf. (Information on third parties is provided in section 6 of this Privacy Policy.) Duolingo complies with the Privacy Shield Principles for all onward transfers of personal data from the EU and Switzerland, including the onward transfer liability provisions.

With respect to personal data received or transferred pursuant to the Privacy Shield Frameworks, Duolingo is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, Duolingo may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

In compliance with the EU-US and Swiss-US Privacy Shield Principles, Duolingo commits to resolve complaints about your privacy and our collection or use of your personal data. European Union or Swiss individuals with inquiries or complaints regarding this Privacy Statement should first contact Duolingo's Data Protection Officer at

Data Protection Officer, Duolingo, Inc., 23 Connaught House, 300 Hale Road, Hale Barns, Altrincham, Cheshire, WA15 8SP, United Kingdom
Phone: +1-412-567-6602
E-mail: privacy@duolingo.com

Duolingo has further committed to refer unresolved privacy complaints under the Privacy Shield Principles to an independent dispute resolution mechanism, the BBB EU PRIVACY SHIELD, operated by the Council of Better Business Bureaus. If you do not receive timely acknowledgement of

your complaint, or if your complaint is not satisfactorily addressed, please
 الخصوصية visit
<https://web.archive.org/web/20180705115213/https://www.bbb.org/EU-privacy-shield/for-eu-consumers> for more information and to file a
 .complaint

Finally, as a last resort and under limited circumstances, EU and Swiss individuals with residual privacy complaints may invoke a binding arbitration option before the Privacy Shield Panel

CALIFORNIA PRIVACY RIGHTS .10

California Civil Code Section 1798.83 entitles residents of the State of California to request from a business, with whom that resident has an established business relationship, certain information regarding the types of personal data the business shares with third parties for direct marketing purposes by such third party and the identities of the third parties with whom the business has shared such information during the immediately preceding calendar year. If you would like to request a copy of this information disclosure from Duolingo, please contact us at .privacy@duolingo.com

CHILDREN UNDER AGE OF DIGITAL CONSENT .11

Duolingo provides some features and services intended for use by children. Duolingo uses age-gating to restrict what services are available to children depending on the age of the user and the applicable laws of their country. For example, a 15 year old child in Germany will require parental consent to use the Service, whereas a 12 year old child in the United States of America would receive a restricted service but not require parental .consent

Children within the European Union

Each European Union (EU) member state is permitted to legally define its own digital age of consent between 13 and 16. Duolingo checks the age and country of the user to determine if the user is able to consent to the Service. If consent of a parent/guardian is required, the user will input the e-mail address of an adult who will receive a request to approve the child's

account registration. In the absence of a country specific Act of Law, the ^{الخصوصية} age of consent will be set at 16.

These EU child users will receive the following service restrictions: they will not be able to use the service until their parent/guardian has provided consent for the child to do so. After the parent/guardian has given consent, they child will be allowed to access the full Duolingo service.

Where Duolingo does make features and services available to children, we recognize that collecting personal data from children requires further privacy protections. Accordingly, Duolingo will: (1) notify parents or guardians about Duolingo's privacy and information practices regarding children, including what personal data we collection and how we use, share, and protect that personal data; (2) limit our collection of personal data to ensure that we collect no more than is necessary to provide Duolingo's services; (3) obtain parental consent before collecting personal data from children; and (4) allow parents to request that Duolingo change or delete personal data about their children.

Children outside of the European Union

If a child of under 13 years from outside the EU registers for the Duolingo service, upon registration the child will provide an adult's e-mail address, to whom Duolingo sends a notification.

:These child users will receive the following service restrictions

- Instead of any Personally Identifiable Information about the child, we will only store ◦
the e-mail address of their parent/guardian
- Only family friendly advertisements are shown and these ads do not do behavioral ◦
tracking
- Mature words such as "beer" and "wine" are disabled ◦
- Social features are disabled, e.g. profiles, forums, clubs, etc ◦
- They can not enter profile information such as a profile picture or a bio ◦

At all times Duolingo does not knowingly collect personal information from children in connection with the Service. If we discover that we have unknowingly collected personal information from these children, we will delete it. If you believe we have collected personal information from a child, please contact us at privacy@duolingo.com.

LINKS .12

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The Service may contain links to other websites. We are not responsible for the privacy practices of other websites. We encourage users to be aware when they leave the Service to read the privacy statements of other websites that collect personally identifiable information. This Privacy Policy .applies only to information collected by Duolingo via the Service

INFORMATION SECURITY .13

Duolingo has implemented administrative and technical safeguards it believes are appropriate to protect the confidentiality, integrity and availability of your personal data, Testing ID, User Photo, access credentials, and Duolingo English Test results. However, given sufficient resources, a determined attacker could defeat those safeguards and may, .as a result, gain access to the data we seek to protect

DO NOT TRACK .14

The Service is not designed to respond to "do not track" signals sent by .some browsers

CONTACT US .15

Duolingo's headquarters are located within the USA at:
Duolingo, Inc.
5900 Penn Ave, Second Floor
Pittsburgh, PA 15206
United States of America
Phone: +1-412-567-6602

Within the EU, Duolingo, Inc. is a registered Data Controller with the UK Information Commissioner's Office (ICO), number ZA294891, at the address:

Duolingo, Inc.
23 Connaught House
300 Hale Road
Hale Barns
Altrincham

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Cheshire
WA15 8SP
United Kingdom

For all data privacy inquiries and any questions or concerns you have about this Privacy Policy, please contact our Data Protection Officer at privacy@duolingo.com

For all support inquiries, please go to <https://web.archive.org/web/20180705115213/https://support.duolingo.com>

Last revised on 25th May, 2018

EXHIBIT K-01



trivago's Privacy Notice

This Privacy Notice is valid for the all websites hosted by trivago N.V and its subsidiaries (such as the hotel search websites, the trivago magazine, trivago company pages, the Business Studio, Hotel Manager etc.) the trivago App and the trivago Newsletter (collectively "Services").

In this Privacy Notice we provide information about the processing of personal data while using our Services. Personal data is any data that can be used to identify you. The protection of your personal data is very important to us. If you have any questions or would like more information about privacy at trivago, please contact info@trivago.com with the subject 'Privacy Query'.

Continuous technological development, changes to our services, changes to laws, or other reasons may require us to amend our Privacy Notice. We will make changes to this Privacy Notice regularly and we ask that you keep yourself informed of its contents.

1. Party responsible for data processing

The controller of the personal data we process is trivago N.V., Kesselstraße 5-7, 40221 Düsseldorf, Germany, telephone: + 49-211-3876840000, E-mail: info@trivago.com.

2. Data protection officer point of contact

You can reach our data protection officer at info@trivago.com with the subject 'Privacy Query'.

3. Your rights

You have the following rights with respect to your personal data:

3.1 General rights

You have the right to information, access, correction, deletion, restriction of processing, objection to processing, and data portability. If processing is based on your consent, you have the right to revoke it at any time.

3.2 Rights to object to processing of data based on legitimate interests

Article 21(1) EU General Data Protection Regulation (EU) 2016/679 ("GDPR") gives you the right to object at any time for reasons arising out of your particular situation against the processing of personal data relating to you when your data is processed under Article 6(1)(e) or Article 6 (1)(f) GDPR. This also applies to profiling. If you object, we will no longer process your personal data unless we can establish compelling and legitimate grounds for processing that outweigh your interests, rights and freedoms, or if the processing aids the enforcing, exercising

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for processing that outweigh your interests, rights and freedoms, or if the processing aids the enforcing, exercising or defending of legal claims.

3.3 Rights to object to direct marketing

If we process your personal data for the purpose of direct marketing Article 21(2) GDPR gives you the right to object at any time to the processing of your personal data for the purpose of direct marketing; this also applies to profiling, insofar as it is associated with direct marketing.

If you object to processing for the purpose of direct marketing, we will no longer process your personal data for this purpose.

3.4 Right to complain to a supervisory authority

You also have the right to complain to a relevant data protection supervisory authority about our processing of your personal data.

4. The processing of personal data when using the Services

We process your personal data using the legitimate interests legal basis, except in specific circumstances where you provide consent or where the processing is necessary for a contract that you have with us or where you have asked us to take specific steps prior to entering into a contract. We apply appropriate safeguards to protect your privacy and we process your personal data for the following purposes:

- Helping you find your ideal hotel.
- Providing you with customised and more relevant hotel search results.
- Providing, securing, maintaining and improving our Services for our users.
- Developing new products and features related to hotel search and travel.
- Understanding how users use our Services so that we can improve the performance and provide better services to our users.
- Direct marketing to users of our services about our Services or related services.
- Advertising conducted by us and third parties on our Services and on the websites of third parties.
- User research that improves users' experience of our Services and improves our Services.
- Assisting you with making hotel reservations.
- Complying with legal obligations, preventing fraud and resolving disputes.
- Assisting law enforcement authorities investigate and solve crimes.

When you use our Services, we process these types of personal data:

- Personal Identifying information such as your name, addresses, telephone numbers or email addresses

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- Personal identifying information such as your name, addresses, telephone numbers or email addresses.

- Personal details such as age, sex, date of birth.
- Electronic identification data such as IP addresses, cookies, connection moments, device ID's mobile advertising identifiers, date and time of the inquiry, time, request contents, (concrete page), access status/HTTP status code, amount of data transferred, website receiving the request, browser software and version, operating system and its interface, and language.
- Data that your browser or device makes available.
- Electronic localization data such as GPS data and locational data.
- Financial identification data such as credit or debit card numbers.
- Data about your interaction with our Services, including the details inputted by you when you conduct a search using our Services.
- Data relating to the accommodation reservations that you make, such as hotel, dates, and price.
- Security details such as passwords related to our Services.
- When you use our Services and click a link to an accommodation offer that is listed on our Services, the online booking site making that offer may send us personal data relating to any subsequent booking or reservation that you make on the online booking site.

When you use our Services, we may share your personal data with the following categories of recipients:

- Our wholly owned subsidiaries.
- Third party service providers who provide data processing services for us, such as: hosting and storage providers, customer service providers, communications providers, security and fraud prevention providers, credit card and payment providers, analytics, advertising, and marketing providers. These providers are under contractual obligations to not share your personal data with anyone else and to not use your data for any other purpose.
- Third party service providers who provide services to us that are independent data controllers, such as security and fraud prevention services and advertising and marketing providers.
- Business partners or affiliates that we may jointly offer products or services with. These will be services offered through our Services in conjunction with other third parties.
- Third party travel suppliers such as hotels, airlines, car rental, insurance, property owners, travel guide or activity providers.
- Law Enforcement Authorities. To prevent, detect and prosecute illegal activities, threats to state or public security and to prevent threats to people's lives.
- As part of a corporate transaction such as a merger, divesture, consolidation, or asset sale.

5. Contact by e-mail or contact form

When you contact us by e-mail or through a contact form, we will store the data you provide (your e-mail address, possibly your name and telephone number) so we can answer your questions. Insofar as we use our contact form

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possibly your name and telephone number, so we can answer your questions. Insofar as we use our contact form to request entries that are not required for contacting you, we have always marked these as optional. This information serves to substantiate your inquiry and improve the handling of your request. Your message may be linked to various actions taken by you on the trivago website. Information collected will be solely used to provide you with support relating to your booking and better understand your feedback. A statement of this information is expressly provided on a voluntary basis and with your consent, art. 6 par. 1a GDPR. As far as this concerns information about communication channels (such as your e-mail address or telephone number), you also agree that we may also, where appropriate, contact you via this communication channel to answer your request. You may of course revoke this consent for the future at any time.

We delete the data that arises in this context after saving is no longer required, or limit processing if there are statutory retention requirements.

6. Newsletter

6.1 General information

With your consent under Article 6(1)(a) GDPR, you can subscribe our newsletter which will inform you about offers on our Services and from third parties. To sign up for our newsletter, we use the “double opt-in” method. This means that after you have signed up, we will send you an e-mail to the e-mail address specified, in which we ask you to confirm that you wish to receive the newsletter. If you do not confirm your sign-up within 24 hours, your information will be locked and automatically deleted after one month.

In addition, we save the IP addresses you used and the times of sign-up and confirmation. The purpose of the procedure is to verify your sign-up and, if necessary, to inform you about possible misuse of your personal data.

The only requirement for sending the newsletter is your email address. Providing additional data is voluntary and will be used to address you personally. After your confirmation, we will save your e-mail address for the purpose of sending you the newsletter. The legal basis is Article 6(1)(a) GDPR.

You may revoke your consent to receiving the newsletter at any time by clicking the link provided in each newsletter e-mail or by contacting our data protection officer.

6.2 Newsletter Tracking

We use web beacons, tracking pixels and other technologies to track and analyze your interactions with the newsletter. This data is allocated to your e-mail address and a pseudonymized ID. We use this data to generate a user profile to personalise the newsletter for you. Your user profile will be based on the interactions you have with the newsletter, our Services and third-party websites and apps.

You can object to this at any time by using the unsubscribe link provided in each e-mail or by contacting our data protection officer.

Newsletter tracking is not possible if you've deactivated image viewing by default in your e-mail application. In this case, the newsletter will not be displayed in full and you won't be able to use all the features. If you display images manually, tracking will occur.

7. Specific functions of the Services

7.1 trivago User Account

You can create a trivago user account. If you create a trivago user account you will receive personal, password-protected access and can view and manage the data you have stored in your account. trivago user account creation is voluntary but may be required to fully use the functionality of some of our Services.

If you create a trivago user account, we will send you our newsletter and other direct marketing. You can unsubscribe from the newsletter or delete your trivago user account at any time.

You can manage, modify and delete all information in your trivago user account. The legal basis for this processing is Article 6(1)(a), (b), and (f) GDPR.

7.2 Business Studio and Hotel Manager

If you use Business Studio or Hotel Manager you will receive a personal, password-protected account and you can view and manage the data that is stored in that account. Hoteliers who have a trivago Business Studio/ Hotel Manager account may be contacted by telephone and be informed about new or additional features of the tool. The legal basis for this processing is Article 6(1)(b), and (f) GDPR.

7.3 trivago Express Booking or One Click Booking

When you use the trivago Express Booking or one click booking functionality, you can choose to create a trivago user account and store the personal data that you provide to us to allow you to use this personal data at a later stage when booking other hotels to make the booking process easier for you. When you decide to make a reservation with a hotel, we will send your personal data required for the reservation to the hotel so that the hotel can process your reservation. The legal basis for this processing is Article 6(1)(b) GDPR. The legal basis for the transfer of your personal data outside of the EU is Article 49(1)(b).

7.4 External Links

If our Services link you to other websites or Apps, those newly opened links do not operate under this Privacy Notice. You should examine the privacy policies posted on those other websites or Apps to understand their procedures for collecting, using, and disclosing personal information.

8. Use of social plug-ins

This website uses the provider's social plug-ins.

These plug-ins collect data from you and transmit it to the respective vendor's server. We have taken technical measures to ensure the protection of your privacy, which guarantee that your data cannot be collected by the vendors of the respective plug-ins without your consent. These will initially be deactivated when you visit a site

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<https://www.trivago.com/privacy-policy>

connected to the plug-ins. The plug-ins will not be activated until you click on the respective symbol, and by doing so, you give your consent to have your data transmitted to the respective vendor. The legal basis for plug-in use is Article 6(1)(a) GDPR.

Once activated, the plug-ins also collect personally identifiable information, such as your IP address, and send it to the respective social plug-in's network. Activated social plug-ins also set a cookie with a unique identifier when you visit the respective website. This allows the social plug-in's network to generate profiles of your user behavior. This occurs even if you are not a member of the social plug-in's network. If you are a member of the social plug-in's network and you are logged into the website during your visit, your data and information about your visit to the website can be linked with your profile on the social plug-in's network. We do not have any influence over the exact extent to which your data is processed by the social plug-in network. For more information about the extent, nature, and purpose of data processing and about the rights and setting options for protecting your privacy, please see the data protection notices for the respective social network vendor. These can be found at the following addresses:

- [Facebook Inc.](#), 1601 S California Ave., Palo Alto, CA 94304, USA.
- [Twitter Inc.](#), 795 Folsom St., Suite 600, San Francisco, CA 94107, USA.
- [Pinterest Inc.](#), 635 High Street, Palo Alto, CA, 94301, USA.
- [Instagram](#), Facebook Ireland Limited, 4 Grand Canal Square, Dublin 2, Ireland.
- [XING SE](#), Dammtorstraße 30, 20354 Hamburg.
- [YouTube LLC](#) 901 Cherry Avenue, San Bruno, CA 94066, USA.
- [LinkedIn Corporation](#) 1000 W. Maude Avenue, Sunnyvale, CA 94085, USA.

9. Facebook Connect

We offer you the option of enrolling and signing in through your Facebook account. If you enroll via Facebook, Facebook will ask you for your permission to release certain data in your Facebook account to us. This may include your first name, last name, and e-mail address so your identity and gender can be verified, as well as general location, a link to your Facebook profile, your time zone, your date of birth, your profile picture, your "Like" information, and your friends list.

This data will be collected by Facebook and transmitted to us. You can control the information that we receive from Facebook through the privacy settings in your Facebook account.

This data will be used to establish, provide, and personalize your account. The legal basis is article 6, par. 1 a, b, and f of the GDPR.

If you enroll with us through Facebook, your account will automatically be connected to your Facebook account and information about your activities on our website, if applicable, will be shared on Facebook and published on your timeline and news feed.

10. Use of cookies

Cookies will be stored on your device during the use of our website. Cookies are small text files that are stored on your hard drive assigned to the browser you use, and through which the place where the cookie is set accrues certain information. They serve to make the website more user-friendly and efficient overall. We also use cookies to be able to identify you in subsequent visits.

This website uses the following types of cookies, whose extent and function are explained in the following:

10.1 Transient cookies

These cookies are automatically deleted when you close your browser. This includes session cookies in particular. These save a "session ID" with which different requests from your browser can be assigned to the joint session. This allows your device to be recognized again when you return to our website. Session cookies are deleted when you log out or close your browser.

10.2 Persistent cookies

These cookies are automatically deleted after a set duration that can vary depending on the cookie. You can delete cookies in your browser security settings at any time.

10.3 Flash cookies

Flash cookies used are not collected through your browser, but through your Flash plug-in. In addition, we use HTML5 storage objects that are stored on your terminal. These objects save the necessary data independent of the browser you use and have no automatic expiration date. If you do not want Flash cookies processed, you must install a suitable add-on, such as "Privacy Badger" for Mozilla Firefox (<https://www.eff.org/privacybadger>) or Adobe Flash Killer Cookie for Google Chrome. You can prevent the use of HTML5 storage objects by setting your browser to private mode. We also recommend that you manually delete your cookies and browser history on a regular basis.

10.4 Preventing cookies

You can configure your browser and App settings as you wish and, for example, decline to accept third-party or all cookies. Please note that you may not be able to use all of the website's functions in this case.

10.5 storage period

The storage periods for cookies vary and are can be accessed by via your browser.

11. Analysis

We use various services to analyse user interactions with our Services such as how many users visit our Services, which information is requested the most, and how users interact with our Services. The data that we collect includes referrer websites, which subpages on the our Services are accessed and how often, and the length of time for which a page is viewed. This helps us to improves users' experience of our Services and improve our Services. Pseudonymized data is used. The legal basis for this is Article 6(1)(f) GDPR.

11.1 Google Analytics

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This website uses Google Analytics, a web analysis service of [Google Inc.](#) This use covers the Universal Analytics operating mode. This makes it possible to assign data, sessions, and interactions across multiple devices to a pseudonymous user ID and thus analyze a user's activities across devices.

Google Analytics uses cookies that allow your use of the website to be analyzed. The information generated by the cookie through your use of this website is generally transmitted to a Google server in the USA and stored there. If IP anonymization is activated on this website, however, your IP address will be truncated in advance within the member states of the European Union or other contracting states party to the Agreement on the European Economic Area. Only in exceptional circumstances will the full IP address be transmitted to a Google server in the USA and truncated there. The IP address transmitted from your browser in the context of Google Analytics will not be conflated with other Google data. Google will use this information in this website operator's order to evaluate your use of the website so that reports about website activity can be compiled and other services connected to website and internet use can be rendered for the website operator. Our legitimate interest in data processing is also for these purposes. The legal basis for the use of Google Analytics is article 6, par. 1 f of the GDPR. The data sent by us and connected to cookies, user information (such as user ID), and promotional IDs are deleted after 14 months after the last use of our services. Data whose storage period has expired is automatically deleted once a month. More information on the terms and conditions of use and data protection can be found [here](#)>.

You can prevent cookies from being stored through the relevant setting in your browser software; however, please note that if you do so, not all functions of the website may be able to be used to their full extent. You can also prevent the data generated by the cookie and related to your use of the website (including your IP address) from being collected and processed by Google by downloading and installing [this software](#). Opt-out cookies prevent the future collection of your data when visiting this website. To prevent Universal Analytics collection across various devices, you must perform the opt-out on all systems in use. Set the opt-out cookie by clicking here:

[Deactivate Google Analytics](#).

11.2 Hotjar

Data is collected and stored for optimization purposes on this service using technologies from [Hotjar Ltd](#). This data can be used to generate usage profiles under a pseudonym. Cookies may be used for this purpose. The data collected with Hotjar technologies is not used for the purpose of personally identifying visitors to this website and will not be conflated with personally identifiable information about the bearer of the pseudonym without the explicit consent of the individual in question. You may opt-out from having Hotjar [here](#).

11.3 Feedback

We aim to continually improve our services. For this purpose, we use 'Usabilla' from Usabilla B.V., Amsterdam, NL for user surveys. This service uses a cookie establishing a direct connection to the Usabilla server in order to transmit and process certain user information. We solely process your information in an anonymized form. For further information please see the Usabilla Privacy Policy at <https://usabilla.com/privacy/>.

12. Advertising

Our advertising partners and us use your personal data to conduct personalised and non-personalised advertising on our Services, social media services and on third party websites for our products and the products of third

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parties. We use cookies, other technologies and online advertising exchanges and advertising networks to do this. When you consent to the use of advertising and marketing cookies, we share details of your interactions with our

Services with our advertising partners so that they can use this to perform personalised advertising. If you do not consent to the use of advertising and marketing cookies, you may still be shown advertising from third parties when you use our Services, however this advertising will not be personalised.

Some of our advertising partners provide opt-out options (detailed below) where you can opt out of having them use your data for advertising. You can also opt out of some advertising by using these links:

- <http://www.youronlinechoices.eu/>
- <http://youradchoices.ca/choices/>
- <http://www.aboutads.info/choices/>
- <http://optout.networkadvertising.org/>

Alternatively, you can prevent cookies from being set in your browser and App settings, or by not consenting to the use of marketing and advertising cookies.

We work with the following advertising partners (the links will take you to further information about them, their privacy policies and opt out solutions): [Adara](#), [AppNexus](#), [Criteo](#), [Google Ad Manager](#), [Google DoubleClick](#), [Intent Media](#), [OpenX](#), [RTB House](#), [Sojern](#), [TradeTracker](#).

12.1 Google AdWords and Conversion Tracking

We place Google AdWords display advertisements and use Google conversion tracking for the purposes of personalized online ads based on interests and location.

Advertisements are displayed based on search requests on websites in the [Google ad network](#).

When a user clicks on an ad, Google places a cookie on the user's device. For more information on the cookie technology used, please see Google's statements on [website statistics](#) and their [data privacy policy](#).

With the use of this technology, Google, and we as their customer, receive the information that a user has clicked on an ad and was redirected to our websites. The information acquired this way is solely used for statistical analysis related to ad optimization. We do not receive any information that would allow us to personally identify a visitor. The statistics provided to us by Google include the total number of users who have clicked on one of our ads and, where applicable, whether they were redirected to a page on our website that has a conversation tag. These statistics allow us to track which search terms most often lead to our ads receiving clicks, and which ads lead to the user contacting us via the contact form.

If you do not want this, you can prevent the storage of the cookies required for this technology by, for example, using the settings in your browser or your App. Should you do so, your visit will not be incorporated into user statistics.

You also have the option to choose the types of Google ads or deactivate interest-based ads on Google through [ad settings](#). Alternatively, you can deactivate third-party use of cookies by using the Network Advertising Initiative's [opt-out tool](#).

12.2 Google Dynamic Remarketing

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12.2 Google Dynamic Remarketing

We use the dynamic remarketing function of Google AdWords on our website. This technology allows us to place automatically generated ads oriented towards target groups after you visit our website. Ads are oriented towards products and services that you clicked on during your last visit to our website.

Google uses cookies to generate interest-based ads. In this process, Google typically stores information such as your web request, IP address, browser type, browser language, and the date and time of your request. This information only serves the purpose of mapping the web browser to a specific device. It cannot be used to identify an individual.

If you do not want to receive user-based advertising from Google, you can disable the placement of ads by using Google's [ad settings](#).

For more information about how Google cookies are used, please refer to Google's [privacy statement](#).

12.3 Facebook family Custom Audiences

The product Facebook Custom Audiences (Facebook Inc. 1601 S. California Avenue, Palo Alto, CA, 94304) for Facebook and Instagram is also used as part of usage-based online advertising. An irreversible and non-personally identifiable checksum (hash total) is essentially generated by your usage data, which can be transmitted to Facebook for analysis and marketing purposes. A Facebook cookie is set in this process. In doing so, information about your activities on the website (such as surfing behavior, subpages visited, etc.) is collected. Your IP address is stored and used for geographical modulation.

For more information about the purpose and extent of data collection and further processing and use of data, as well as privacy settings, please refer to the privacy policy for [Facebook](#) and [Instagram](#).

13. Data transmission

When we use service providers who process data outside the EU/EEA, we use appropriate safeguards such as standard data protection clauses adopted by the EU, or an EU adequacy decision to transfer and process your personal data outside of the EU.

14. Data security

We have taken extensive technical and operational security precautions to protect your data from being accidentally or intentionally manipulated, lost, destroyed, or accessed by unauthorized persons. Our security measures are reviewed regularly and updated in keeping with technological advances.

15. Data Storage

We retain your personal data for as long as it is required for you to use our Services, to provide our Services to you, to comply with laws. We will anonymise and/or aggregate your data if we intend to use it for analytical

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statistical purposes over longer periods.

16. Do-Not-Track Signals and Similar Mechanisms

We do not act in response to these signals because there is no standard in place.

Last updated September 2020

USA

trivago N.V., Kesselstraße 5 – 7, 40221 Düsseldorf, Germany

Company

Jobs

Press

Investor relations

Mobile apps - searching on the go

trivago Business Studio

trivago Magazine

Help

Learn how trivago works

Terms and conditions

Legal information

Do Not Sell My Personal Information

Privacy notice

Site map

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EXHIBIT K-02



trivago's Privacy Notice

This Privacy Notice is valid for the all websites hosted by trivago N.V and its subsidiaries (such as the hotel search websites, the trivago magazine, trivago company pages, the Business Studio, Hotel Manager etc.) and the trivago App (collectively "Services").

In this Privacy Notice we provide information about the processing of personal data while using our Services. Personal data is any data that can be used to identify you. The protection of your personal data is very important to us. If you have any questions or would like more information about privacy at trivago, please contact info@trivago.com with the subject 'Privacy Query'.

Continuous technological development, changes to our services, changes to laws, or other reasons may require us to amend our Privacy Notice. We will make changes to this Privacy Notice regularly and we ask that you keep yourself informed of its contents.

1. Party responsible for data processing

The controller of the personal data we process is trivago N.V., Kesselstraße 5-7, 40221 Düsseldorf, Germany, telephone: + 49-211-3876840000, E-mail: info@trivago.com.

2. Data protection officer point of contact

You can reach our data protection officer at info@trivago.com with the subject 'Privacy Query'.

3. Your rights

You have the following rights with respect to your personal data:

3.1 General rights

You have the right to information, access, correction, deletion, restriction of processing, objection to processing, and data portability. If processing is based on your consent, you have the right to revoke it at any time.

3.2 Rights to object to processing of data based on legitimate interests

Article 21(1) EU General Data Protection Regulation (EU) 2016/679 ("GDPR") gives you the right to object at any time for reasons arising out of your particular situation against the processing of personal data relating to you

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when your data is processed under Article 6(1)(e) or Article 6 (1)(f) GDPR. This also applies to profiling. If you object, we will no longer process your personal data unless we can establish compelling and legitimate grounds for processing that outweigh your interests, rights and freedoms, or if the processing aids the enforcing, exercising or defending of legal claims.

3.3 Rights to object to direct marketing

If we process your personal data for the purpose of direct marketing Article 21(2) GDPR gives you the right to object at any time to the processing of your personal data for the purpose of direct marketing; this also applies to profiling, insofar as it is associated with direct marketing.

If you object to processing for the purpose of direct marketing, we will no longer process your personal data for this purpose.

3.4 Right to complain to a supervisory authority

You also have the right to complain to a relevant data protection supervisory authority about our processing of your personal data.

4. The processing of personal data when using the Services

We process your personal data using the legitimate interests legal basis, except in specific circumstances where you provide consent or where the processing is necessary for a contract that you have with us or where you have asked us to take specific steps prior to entering into a contract. We apply appropriate safeguards to protect your privacy and we process your personal data for the following purposes:

- Helping you find your ideal hotel.
- Providing you with customised and more relevant hotel search results.
- Providing, securing, maintaining and improving our Services for our users.
- Developing new products and features related to hotel search and travel.
- Understanding how users use our Services so that we can improve the performance and provide better services to our users.
- Direct marketing to users of our services about our Services or related services.
- User research that improves users' experience of our Services and improves our Services.
- Assisting you with making hotel reservations.
- Complying with legal obligations and resolving disputes.

When you use our Services, we process these types of personal data:

- Personal Identifying information such as your name, addresses, telephone numbers or email addresses

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• Personal identifying information such as your name, addresses, telephone numbers or e-mail addresses.

- Personal details such as age, sex, date of birth.
- Electronic identification data such as IP addresses, cookies, connection moments, device ID's mobile advertising identifiers, date and time of the inquiry, time, request contents, (concrete page), access

status/HTTP status code, amount of data transferred, website receiving the request, browser software and version, operating system and its interface, and language.

- Data that your browser or device makes available.
- Electronic localization data such as GPS data and locational data.
- Financial identification data such as credit or debit card numbers.
- Data about your interaction with our services.
- Security details such as passwords related to our Services.

5. Contact by e-mail or contact form

When you contact us by e-mail or through a contact form, we will store the data you provide (your e-mail address, possibly your name and telephone number) so we can answer your questions. Insofar as we use our contact form to request entries that are not required for contacting you, we have always marked these as optional. This information serves to substantiate your inquiry and improve the handling of your request. Your message may be linked to various actions taken by you on the trivago website. Information collected will be solely used to provide you with support relating to your booking and better understand your feedback. A statement of this information is expressly provided on a voluntary basis and with your consent, art. 6 par. 1a GDPR. As far as this concerns information about communication channels (such as your e-mail address or telephone number), you also agree that we may also, where appropriate, contact you via this communication channel to answer your request. You may of course revoke this consent for the future at any time.

We delete the data that arises in this context after saving is no longer required, or limit processing if there are statutory retention requirements.

6. Newsletter

6.1 General information

With your consent under Art. 6 par. 1 a GDPR, you can opt in to our newsletter, which will inform you about our current deals.

To sign up for our newsletter, we use the "double opt-in" method. This means that after you have signed up, we will send you an e-mail to the e-mail address specified, in which we ask you to confirm that you wish to receive the newsletter. If you do not confirm your sign-up within [24 hours], your information will be locked and automatically deleted after one month.

In addition, we save the IP addresses you used and the times of sign-up and confirmation. The purpose of the procedure is to verify your sign-up and, if necessary, to inform you about possible misuse of your personal data.

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The only requirement for sending the newsletter is your email address. The specification of additional, separately marked data is voluntary and will be used to address you personally. After your confirmation, we will save your e-mail address for the purpose of sending you the newsletter. The legal basis is art. 6 par. 1 a GDPR.

You may revoke your consent to the sending of the newsletter at any time and opt out of the newsletter. You can declare the revocation by clicking the link provided in each newsletter e-mail or by contacting the aforementioned data protection officer.

6.2 Newsletter Tracking

Please note that we evaluate your user behavior when sending the newsletter. For this evaluation, the emails sent include "web beacons" or tracking pixels, which are stored on our website. For the evaluations, we link the data mentioned and the web beacons with your e-mail address and an individual ID.

With the data obtained in this way, we generate a user profile to tailor the newsletter to your individual interests. In doing so, we record when you read our newsletters, which links you click on in them and deduce your personal interests. We link this data with actions you have taken on our website.

You can object to this tracking at any time by clicking on the separate link provided in each e-mail. The information will be saved as long as you have opted in to the newsletter. After you log out, we save the data purely statistically and anonymously.

Also, such tracking is not possible if you've deactivated image viewing by default in your e-mail application. In this case, the newsletter will not be displayed in full and you won't be able to use all the features. If you display images manually, the above tracking will take place.

7. Specific functions of the Services

7.1 trivago User Account

You can create a trivago user account. If you create a trivago user account you will receive personal, password-protected access and can view and manage the data you have stored in your account. trivago user account creation is voluntary but may be required to fully use the functionality of some of our Services.

If you create a trivago user account, we will send you our newsletter and other direct marketing. You can unsubscribe from the newsletter or delete your trivago user account at any time.

You can manage, modify and delete all information in your trivago user account. The legal basis for this processing is Article 6(1)(a), (b), and (f) GDPR.

7.2 Business Studio and Hotel Manager

If you use Business Studio or Hotel Manager you will receive a personal, password-protected account and you

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can view and manage the data that is stored in that account. Hoteliers who have a trivago Business Studio/ Hotel Manager account may be contacted by telephone and be informed about new or additional features of the tool. The legal basis for this processing is Article 6(1)(b), and (f) GDPR.

7.3 trivago Express Booking or One Click Booking

When you use the trivago Express Booking or one click booking functionality, you can choose to create a trivago user account and store the personal data that you provide to us to allow you to use this personal data at a later stage when booking other hotels to make the booking process easier for you. When you decide to make a reservation with a hotel, we will send your personal data required for the reservation to the hotel so that the hotel can process your reservation. The legal basis for this processing is Article 6(1)(b) GDPR.

8. Use of social plug-ins

This website uses the provider's social plug-ins

- Facebook, Instagram (operator: Facebook Inc., 1601 S. California Ave, Palo Alto, CA 94304, USA)
- YouTube (YouTube LLC 901 Cherry Avenue, San Bruno, CA 94066, USA)
- Twitter (operator: Twitter Inc., 795 Folsom St., Suite 600, San Francisco, CA 94107, USA)
- LinkedIn (LinkedIn Corporation 1000 W. Maude Avenue, Sunnyvale, CA 94085, USA)
- Pinterest (operator: Pinterest Inc., 635 High Street, Palo Alto, CA, 94301, USA)
- Xing (XING SE, Dammtorstraße 30, 20354 Hamburg)

These plug-ins typically collect data from you as standard, and transmit it to the respective vendor's server. We have taken technical measures to ensure the protection of your privacy, which guarantee that your data cannot be collected by the vendors of the respective plug-ins without your consent. These will initially be deactivated when you visit a site connected to the plug-ins. The plug-ins will not be activated until you click on the respective symbol, and by doing so, you give your consent to have your data transmitted to the respective vendor. The legal basis for plug-in use is article 6, par. 1 a and f of the GDPR.

Once activated, the plug-ins also collect personally identifiable information, such as your IP address, and send it to the respective vendor's server, where it is saved. Activated social plug-ins also set a cookie with a unique identifier when you visit the respective website. This allows the vendor to generate profiles of your user behavior as well. This occurs even if you are not a member of the respective vendor's social network. If you are a member of the vendor's social network and you are logged into the website during your visit, your data and information about your visit to the website can be linked with your profile on the social network. We do not have any influence over the exact extent to which your data is collected by the respective vendor. For more information about the extent, nature, and purpose of data processing and about the rights and setting options for protecting your privacy, please see the data protection notices for the respective social network vendor. These can be found at the following addresses:

- Facebook: <https://www.facebook.com/policy.php>
- Twitter: <https://twitter.com/en/privacy>
- Pinterest: <https://about.pinterest.com/en/privacy-policy>
- Instagram: https://help.instagram.com/519522125107875?helpref=page_content
- Xing: <https://privacy.xing.com/en/privacy-policy>
- Youtube: https://support.google.com/youtube/topic/2803240?hl=en&ref;_topic=6151248
- LinkedIn: <https://www.linkedin.com/legal/privacy-policy>

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9. Facebook Connect

We offer you the option of enrolling and signing in through your Facebook account. If you enroll via Facebook, Facebook will ask you for your permission to release certain data in your Facebook account to us. This may include your first name, last name, and e-mail address so your identity and gender can be verified, as well as general location, a link to your Facebook profile, your time zone, your date of birth, your profile picture, your "Like" information, and your friends list.

This data will be collected by Facebook and transmitted to us in compliance with the policies in the [Facebook privacy policy](#). You can control the information that we receive from Facebook through the privacy settings in your Facebook account.

This data will be used to establish, provide, and personalize your account. The legal basis is article 6, par. 1 a, b, and f of the GDPR.

If you enroll with us through Facebook, your account will automatically be connected to your Facebook account and information about your activities on our website, if applicable, will be shared on Facebook and published on your timeline and news feed.

10. Use of cookies

Cookies will be stored on your device during the use of our website. Cookies are small text files that are stored on your hard drive assigned to the browser you use, and through which the place where the cookie is set accrues certain information. Cookies cannot run any programs or transmit any viruses to your device. They serve to make the website more user-friendly and efficient overall. We also use cookies to be able to identify you in subsequent visits.

This website uses the following types of cookies, whose extent and function are explained in the following:

10.1 Transient cookies

These cookies are automatically deleted when you close your browser. This includes session cookies in particular. These save a "session ID" with which different requests from your browser can be assigned to the joint session. This allows your device to be recognized again when you return to our website. Session cookies are deleted when you log out or close your browser.

10.2 Persistent cookies

These cookies are automatically deleted after a set duration that can vary depending on the cookie. You can delete cookies in your browser security settings at any time.

10.3 Flash cookies

Flash cookies used are not collected through your browser, but through your Flash plug-in. In addition, we use

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HTML5 storage objects that are stored on your terminal. These objects save the necessary data independent of the browser you use and have no automatic expiration date. If you do not want Flash cookies processed, you must install a suitable add-on, such as "Privacy Badger" for Mozilla Firefox (<https://www.eff.org/privacybadger>) or Adobe Flash Killer Cookie for Google Chrome. You can prevent the use of HTML5 storage objects by setting your

browser to private mode. We also recommend that you manually delete your cookies and browser history on a regular basis.

10.4 Preventing cookies

You can configure your browser and App settings as you wish and, for example, decline to accept third-party or all cookies. Please note that you may not be able to use all of the website's functions in this case.

10.5 Legal bases and storage period

The legal bases for possible processing of personally identifiable information and its storage period vary and are described in the following sections.

11. Analysis

For the purposes of analyzing and optimizing our websites, we use different services that are described in the following. This allows us to analyze, for example, how many users visit our site, which information is requested the most, and how users find the website. The data that we collect includes the websites from which a person in question arrives at a website ("referrer"), which subpages on the website are accessed and how often, and the length of time for which a subpage is viewed. This helps us to develop and improve our website to be more user-friendly. The data collected does not serve to personally identify individual users. Anonymous or highly pseudonymous data will be collected. The legal basis for this is article 6, par. 1 f of the GDPR.

11.1 Google Analytics

This website uses Google Analytics, a web analysis service of Google Inc (1600 Amphitheatre Parkway Mountain View, CA 94043, USA). This use covers the Universal Analytics operating mode. This makes it possible to assign data, sessions, and interactions across multiple devices to a pseudonymous user ID and thus analyze a user's activities across devices.

Google Analytics uses cookies that allow your use of the website to be analyzed. The information generated by the cookie through your use of this website is generally transmitted to a Google server in the USA and stored there. If IP anonymization is activated on this website, however, your IP address will be truncated in advance within the member states of the European Union or other contracting states party to the Agreement on the European Economic Area. Only in exceptional circumstances will the full IP address be transmitted to a Google server in the USA and truncated there. The IP address transmitted from your browser in the context of Google Analytics will not be conflated with other Google data. Google will use this information in this website operator's order to evaluate your use of the website so that reports about website activity can be compiled and other services

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connected to website and internet use can be rendered for the website operator. Our legitimate interest in data processing is also for these purposes. The legal basis for the use of Google Analytics is article 6, par. 1 f of the GDPR. The data sent by us and connected to cookies, user information (such as user ID), and promotional IDs are deleted after 14 months after the last use of our services. Data whose storage period has expired is automatically deleted once a month. More information on the terms and conditions of use and data protection can be found at <https://www.google.com/analytics/terms/us.html> and <https://policies.google.com/?hl=en>.

You can prevent cookies from being stored through the relevant setting in your browser software; however, please note that if you do so, not all functions of the website may be able to be used to their full extent. You can also prevent the data generated by the cookie and related to your use of the website (including your IP address) from being collected and processed by Google by downloading and installing <https://tools.google.com/dlpage/gaoptout?hl=en>. Opt-out cookies prevent the future collection of your data when visiting this website. To prevent Universal Analytics collection across various devices, you must perform the opt-out on all systems in use. Set the opt-out cookie by clicking here: [Deactivate Google Analytics](#).

11.2 Google Tag Manager

For transparency reasons, we would like to mention that we use Google Tag Manager. Google Tag Manager does not itself collect any personally identifiable information. Tag Manager makes it easier for us to incorporate and manage our tags. Tags are small elements of code that serve to measure traffic and user behavior, record the effects of online advertising and social channels, establish remarketing and focus on target groups, and test and optimize websites, among other things. If you have deactivated, this will be taken into account by Google Tag Manager. For more information about Google Tag Manager, see:

<https://www.google.com/analytics/tag-manager/use-policy/>

11.3 eTracker

Data is collected and stored for marketing and optimization purposes on this website using technologies from etracker GmbH (<https://www.etracker.com/en/>). This data can be used to generate usage profiles under a pseudonym. Cookies may be used for this purpose. The data collected with eTracker technologies is not used for the purpose of personally identifying visitors to this website and will not be conflated with personally identifiable information about the bearer of the pseudonym without the explicit consent of the individual in question. You may object to the collection and storage of data at any time with effect for the future.

[Please exclude me from the etracker count.](#)

We use eTracker so we can analyze the use of our website and make regular improvements. The statistics we gather allow us to improve our website and develop it to be more interesting for you as a user. The data collected will be stored permanently and analyzed under a pseudonym. The legal basis for the use of eTracker is article 6, par. 1 f of the GDPR. Third party partner information: etracker GmbH, Erste Brunnenstraße 1, 20459 Hamburg; <https://www.etracker.com/en/data-privacy/>.

11.4 Hotjar

Data is collected and stored for optimization purposes on this service using technologies from Hotjar Ltd. (<https://www.hotjar.com>). This data can be used to generate usage profiles under a pseudonym. Cookies may be used for this purpose. The data collected with Hotjar technologies is not used for the purpose of personally

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identifying visitors to this website and will not be conflated with personally identifiable information about the bearer of the pseudonym without the explicit consent of the individual in question. You may opt-out from having Hotjar collect your information when visiting a Hotjar Enabled Site at any time by visiting the Hotjar Opt-out page <https://www.hotjar.com/legal/compliance/opt-out> and clicking 'Disable Hotjar' or enabling Do Not Track (DNT) in your browser.

11.5 Taboola

Data is collected and stored for optimization purposes on this service using technologies from Taboola. Taboola's tags and pixel on our websites collect information about page visits and actions (click, conversion) tied to a hashed Taboola User ID on our pages. Specifically, the pixel collects event from our website (including initial and subsequent page visits, conversion data, and the associated hashed Taboola User ID read from the cookie) and information about the user's browser read from the user agent that includes operating system, browser type and version. You may opt-out from having Taboola collect your information by visiting the Taboola Opt-out page at <https://www.taboola.com/privacy-policy#user-choices-and-optout>.

11.6 Outbrain

We integrated the 'Custom Audience' Pixel from Outbrain UK into our site. Via this pixel there will be a direct connection between your browser and the Outbrain server. By this connection Outbrain is enabled to access certain browser information from your device. This enables us to do targeted marketing activities (for example banner ads) which will be shown to you on other websites which integrated the Outbrain Widget. For more information please see the Outbrain Privacy Policy https://www.outbrain.com/legal/privacy#advertising_behavioral_targeting where you can also opt-out from under section 2 https://www.outbrain.com/legal/privacy#advertising_behavioral_targeting.

11.7 Intent Media

We offer personalized advertising through Intent Media, which uses online identifiers to identify visitors. To view Intent Media's privacy policy, click <http://intentmedia.com/privacy-policy/>. To opt out, click <https://intentmedia.com/opt-out/>.

11.8 Radar

We use Radar, a location context platform to power location based product experiences. Radar collects location information to create personalized product experiences and messages. For more information please refer to Radar's privacy policy: <https://radar.io/privacy>. You can disable the collection of location based data collection by disabling location tracking in your device.

11.9 Feedback

We aim to continually improve our services. For this purpose, we use 'Usabilla' from Usabilla B.V., Amsterdam, NL for user surveys. This service uses a cookie establishing a direct connection to the Usabilla server in order to transmit and process certain user information. We solely process your information in an anonymized form. For

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transmit and process certain user information. We solely process your information in an anonymized form. For further information please see the Usabilla Privacy Policy at <https://usabilla.com/privacy/>.

12. Advertising

We use cookies for marketing purposes to approach our users with advertising that is more tailored to their interests. We also use cookies to reduce the likelihood of ads playing and to measure the effectiveness of our advertising measures. This information may also be shared with third parties, such as ad networks. The legal basis for this is article 6, par. 1 a and f of the GDPR. The goals intended in data processing serve the legitimate interest of direct marketing. You are entitled to file an objection to the processing of your data for the purposes of such advertising at any time. We provide the following opt-out options for the respective services for this purpose. Alternatively, you can prevent cookies from being set in your browser and App settings.

We use Google AdSense, a service for integrating ads. Google AdSense uses cookies and web beacons (invisible graphics). These web beacons allow the analysis of information such as visitor traffic on the pages of this website. The information generated by cookies and web beacons via the use of this website (including user IP addresses) and the distribution of ad formats is transferred to a Google server in the USA and stored there. Google can pass this information on to their affiliates. However, Google will not conflate your IP address with your other stored data. Users can prevent cookies from being installed through the relevant setting in their browser software and App settings; however, please note that if this is done, not all functions of the website may be able to be used to their full extent. By using this website, the user agrees to the processing of their data collected by Google in the manner and for the purpose described above.

12.1 Google AdWords and Conversion Tracking

To draw attention to our services, we place Google AdWords display ads and, within this context, use Google conversion tracking for the purposes of personalized online ads based on interests and location. The option to anonymize IP addresses is controlled through Google Tag Manager, via an internal setting that is not visible in the source of this page. This internal setting is set so that the anonymization required by privacy laws covers IP addresses.

Ads are displayed based on search requests on websites in the [Google ad network](#). We have the ability to combine our ads with certain search terms. With the use of cookies, we are able to place ads based on previous user visits to our website.

When a user clicks on an ad, Google places a cookie on the user's device. For more information on the cookie technology used, please see Google's statements on [website statistics](#) and their [data privacy policy](#).

With the use of this technology, Google, and we as their customer, receive the information that a user has clicked on an ad and was redirected to our websites. The information acquired this way is solely used for statistical analysis related to ad optimization. We do not receive any information that would allow us to personally identify a visitor. The statistics provided to us by Google include the total number of users who have clicked on one of our ads and, where applicable, whether they were redirected to a page on our website that has a conversation tag. These statistics allow us to track which search terms most often lead to our ads receiving clicks, and which ads lead to the user contacting us via the contact form.

If you do not want this, you can prevent the storage of the cookies required for this technology by, for example,

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using the settings in your browser or your App. Should you do so, your visit will not be incorporated into user statistics.

You also have the option to choose the types of Google ads or deactivate interest-based ads on Google through [ad settings](#). Alternatively, you can deactivate third-party use of cookies by using the Network Advertising Initiative's [opt-out tool](#).

However, we and Google will still receive statistical information about how many users visit this site and when. If you do not want to be included in these statistics either, you can prevent this by using additional programs for your browser (such as the Ghostery add-on).

12.2 Google DoubleClick

We use DoubleClick, a service of Google Inc. DoubleClick uses cookies to place user-based web ads. The cookies detect which ads have already appeared in your browser and whether you visited a website via an ad placed. In doing so, the cookies do not collect any personally identifiable information, nor are they able to link to any.

If you do not want to receive any user-based advertising, you can disable the placement of ads by using Google's [ad settings](#).

For more information about how Google cookies are used, please refer to Google's [privacy statement](#).

12.3 Google Dynamic Remarketing

We use the dynamic remarketing function of Google AdWords on our website. This technology allows us to place automatically generated ads oriented towards target groups after you visit our website. Ads are oriented towards products and services that you clicked on during your last visit to our website.

Google uses cookies to generate interest-based ads. Cookies are small text files that are stored in your browser when you visit our website. In this process, Google typically stores information such as your web request, IP address, browser type, browser language, and the date and time of your request. This information only serves the purpose of mapping the web browser to a specific device. It cannot be used to identify an individual.

If you do not want to receive user-based advertising from Google, you can disable the placement of ads by using Google's [ad settings](#).

For more information about how Google cookies are used, please refer to Google's [privacy statement](#).

12.4 AppNexus

This website uses AppNexus, a service of the AppNexus Inc. company, 28 W 23rd Street, 4th floor, New York, New York – 10010, USA. Among other things, AppNexus uses cookies, which are stored on your device and enable analysis of website use, and beacons. During use, data including the user's IP address and activities is transmitted to an AppNexus Inc. server and stored there. AppNexus Inc. will transmit this information to third parties where necessary if this is prescribed by law or if this data is processed by third parties. You can prevent personally identifiable information (especially your IP address) from being collected and forwarded or processed

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by disabling JavaScript in your browser or installing a tool like “NoScript.” You can find more information in AppNexus’s [privacy policy](#). You can also set an [opt-out for AppNexus](#).

12.5 Criteo

Information about the user’s surfing behavior is collected for marketing purposes and cookies are set for this, solely in anonymized form, on our websites and online content using technology from Criteo (Criteo GmbH, Gewürzmühlstr. 11, 80538 Munich). This allows Criteo to analyze surfing behavior and then display targeted product recommendations as a relevant banner ad when other websites are visited. Anonymized data cannot be used to personally identify visitors to the website under any circumstances. The data collected by Criteo will only be used to improve promotional content. A small “i” (for information) can be found on each banner displayed; if you hover over this and click on it, a page will open that explains the system and offers an opt-out. Clicking “opt out” will set an opt-out cookie that will prevent this banner from being displayed in the future. It will not be used in any other way or forwarded to third parties. You can learn more about Criteo and object to the anonymous analysis of your surfing behavior at <http://www.criteo.com/en/privacy/>.

12.6 RTB House

Information about the user’s surfing behavior is collected for marketing purposes and cookies are set for this, solely in anonymized form, on our websites and online content using technology from RTB House (RTB House SA, 61/101 Złota Street, 00-819 Warsaw Poland). This allows RTB House to analyze surfing behavior and then display targeted product recommendations as a relevant banner ad when other websites are visited. Clicking “opt out” will set an opt-out cookie that will prevent this banner from being displayed in the future. It will not be used in any other way or forwarded to third parties. You can learn more about RTB House and object to the anonymous analysis of your surfing behavior at <https://www.rtbhouse.com/de/privacy/>.

12.7 OpenX

This website uses OpenX, a service of the company OpenX GmbH, Maximilianstrasse 35a, 80539 Munich, Germany. Among other things, OpenX uses cookies, which are stored on your device and enable analysis of website use. During use, data including the user’s IP address and activities is transmitted to an OpenX GmbH server and stored there. OpenX GmbH will transmit this information to third parties where necessary if this is prescribed by law or if this data is processed by third parties. You can prevent personally identifiable information (especially your IP address) from being collected and forwarded or processed by disabling JavaScript in your browser. More information about data protection with the use of OpenX can be found in their [privacy statement](#). You can also set an [opt-out](#).

12.8 Rubicon

This website uses the JavaScript code of the Rubicon company, The Rubicon Project, Inc., 12181 Bluff Creek Drive, 4th Floor, Playa Vista, CA, 90094, USA. If JavaScript is activated in your browser and no JavaScript blocker is installed, your browser will transmit personally identifiable information to Rubicon as applicable. More information on Rubicon’s use of data and data protection can be found in Rubicon’s [privacy statement](#). To completely prevent Rubicon’s code from running, you can [object](#) here.

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12.9 Facebook family Custom Audiences

The product Facebook Custom Audiences (Facebook Inc. 1601 S. California Avenue, Palo Alto, CA, 94304) for Facebook and Instagram is also used as part of usage-based online advertising. An irreversible and non-personally identifiable checksum (hash total) is essentially generated by your usage data, which can be transmitted to Facebook for analysis and marketing purposes. A Facebook cookie is set in this process. In doing so, information about your activities on the website (such as surfing behavior, subpages visited, etc.) is collected. Your IP address is stored and used for geographical modulation.

For more information about the purpose and extent of data collection and further processing and use of data, as well as privacy settings, please refer to the privacy policy for Facebook (<https://www.facebook.com/privacy/explanation>) and Instagram (https://help.instagram.com/519522125107875?helpref=page_content).

12.10 TradeTracker

TradeTracker (Tradetracker International BV De Strubbenweg 7, 1327 GA Almere, Netherlands) uses cookies and device identification technology to allow us to place advertisements for trivago on third party websites and monitor marketing performance. More information on TradeTracker, their cookies and their use of your personal data can be found in their [privacy statement](#). To prevent TradeTracker from functioning you can use a private browsing session and set your device to reject cookies.

13. Data transmission

Your data will not be transmitted to third parties as a general rule unless we are legally obligated to do so or the transfer of data is necessary for implementing the contractual relationship or you have given prior express consent to have your data transferred.

External service providers and affiliated companies, such as online payment vendors communication agents, will only receive your data to the extent necessary to process your request. In these cases, however, the extent of data transmitted is kept to the necessary minimum. If our service providers come into contact with your personally identifiable information, we will make sure that this complies with the regulations of data protection laws in the same way through the course of processing the order in accordance with article 28 of the GDPR. Please note the vendor's respective data privacy policy as well. The respective vendor is responsible for the content of third-party services, although we review services for compliance with legal requirements to a reasonable extent.

We emphasize processing your data within the EU/EEA. However, it may happen that we use service providers who process data outside the EU/EEA. In these cases, we make sure that a reasonable level of data protection is established with the recipient before transmitting your personally identifiable information. This means that a level of data protection is reached through EU standard contracts or an adequacy decision that is comparable to the standard within the EU.

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14. Data security

We have taken extensive technical and operational security precautions to protect your data from being accidentally or intentionally manipulated, lost, destroyed, or accessed by unauthorized persons. Our security measures are reviewed regularly and updated in keeping with technological advances.

Last updated June 2019

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EXHIBIT L-01

Does Venmo share?

Privacy

Policy

LAST UPDATED

October 5, 2020

OUR COMMITMENT TO PRIVACY

Venmo, a PayPal, Inc. service, knows that you care about how your personal information is used and shared, and we take your privacy seriously. Our primary goal is to provide you with exceptional service, and we understand that you may have questions or concerns regarding your personal information and how it will be used. To make this privacy policy easy to find, we make it available from the home page of the Venmo website at venmo.com (the "website") and through our mobile applications. You may also email us at privacy@venmo.com with any privacy-related questions you have.

APPLICABILITY OF PRIVACY POLICY

This privacy policy applies to all information we collect through our Services from current and former Venmo users, including you. "Services" means any products, services, content, features, technologies, or functions, and all related websites, applications and services offered to you by PayPal, Inc. in connection with a Venmo account. When you are no longer our customer, we continue to share your information as described in this policy. This policy only applies to the Services and does not apply to the practices of any other PayPal service.

Throughout this policy, we use the term "personal information" to describe information that can be associated with a specific person and can be used to identify that person. We

do not consider personal information to include information that has been aggregated and/or anonymized so that it does not identify a specific user.

THE INFORMATION WE COLLECT

When you visit the website or use one of our mobile applications or other Services, we collect your IP address, and standard web log information, such as your browser type and the pages you accessed on our website. We also may collect Geolocation Information (defined below). If you do not agree to our collection of this information, you may not be able to use our Service.

If you open a Venmo account, we collect the following information from you:

- Account Information - text-enabled cellular/wireless telephone number, machine or mobile device ID and other similar information.
- Identification Information - your name, street address, email address, date of birth, and SSN (or other governmental issued verification numbers).
- Device Information - information about you: (a) from your mobile device or computer such as your device type, machine or mobile device identification number, Geolocation Information, time zone, language setting, browser type, and IP address, and (b) from third parties for purposes of transaction processing, identity verification, fraud detection or prevention and other similar purposes. For fraud prevention purposes, we also may link your machine ID with the machines of others who use your same payment cards.
- Geolocation Information - information that identifies with reasonable specificity your location by using, for instance, longitude and latitude coordinates obtained through GPS, Wi-Fi, or cell site triangulation. We will collect this data for fraud and risk purposes. In addition, some of our Services may ask you for permission to share your current location within your device settings to enhance our Services. If you do not agree to our collection of Geolocation Information, our Services may not function properly when you try to use them. For information about your ability to restrict the collection and use of Geolocation Information to enhance our Services, please refer to the settings available in your device.

- Social Web Information - including but not limited to your Facebook Connect credentials and email account information. If you authorize Facebook Connect, the plug in allows us access to your email address, Facebook friends list, and public profile (including profile picture). We also allow you to import data from other social web services, including but not limited to Twitter, Four-Square, and email service providers. Social and e-mail contact information helps you connect to friends and contacts for invitation and payment transmission purposes (as well as helping us improve the Services and fight fraud). Additionally, another Venmo user may mention you in a transaction to which you are not a party by “tagging” your username in a transaction note or comment. When you are mentioned in a transaction note or comment into which you have visibility (e.g., a public transaction, a “friends only” transaction by one of your Venmo friends, or a comment on either such transaction), a link to your Venmo profile will appear in the transaction note or comment and, if your push notifications are turned on, you will receive a push notification about the mentions. You may manage certain contact preferences and notifications in your account settings.
- Financial Information - bank account online login information, bank account and routing numbers and credit cards linked to your Venmo account. Venmo does not share financial information with third party social networking services such as those listed in the prior bullet.

We are committed to providing a safe, secure and all around great service. Therefore, before permitting you to use the Services, we may require additional information from you we can use to verify your identity, address or other information or to manage risk and compliance throughout our relationship. We may also obtain information about you from third parties such as identity verification, fraud prevention and similar services.

When you are using the Services, we collect information about your account transactions and we may collect Geolocation Information and/or information about your computer or other access device for fraud prevention and other similar purposes.

Finally, we may collect additional information from or about you in other ways not specifically described here. For example, we may collect information related to your contact with our customer support team or store results when you respond to a survey.

INFORMATION FROM CHILDREN

The Services are not directed to children under the age of 13. If we obtain actual knowledge that we have collected personal information from a child under the age of 13, we will promptly delete it, unless we are legally obligated to retain such data. [Contact us](#) if you believe that we have mistakenly or unintentionally collected information from a child under the age of 13.

HOW WE USE COOKIES

When you visit or use our Services, or visit a third-party website for which we provide online services, we and certain business partners and vendors may use cookies and other tracking technologies (collectively, "Cookies"). We use Cookies to recognize you as a customer; customize Services, other content and advertising; measure the effectiveness of promotions; perform a wide range of analytics; mitigate risk and prevent potential fraud; and to promote trust and safety across our Services.

Certain Services are only available through the use of Cookies, so if you choose to disable or decline Cookies, your use of certain Services may be limited or not possible.

Do Not Track: Do Not Track ("DNT") is an optional browser setting that allows you to express your preferences regarding tracking by advertisers and other third-parties. We do not respond to DNT signals.

HOW WE PROTECT & STORE PERSONAL INFORMATION

We store and process your personal information using third party servers located in data centers in the United States. This information is protected by physical, electronic and procedural safeguards in compliance with applicable US federal and state regulations. We also use computer safeguards such as firewalls and data encryption, we enforce physical access controls to our office and files, and we authorize access to personal information only for those employees who require it to fulfill their job responsibilities.

We strive to ensure security on our systems. Despite our efforts, we cannot guarantee that personal information may not be accessed, disclosed, altered or destroyed by breach of our administrative, managerial and technical safeguards. Therefore, we urge you to take adequate precautions to protect your personal data as well, including never sharing your Venmo password with anyone.

If Venmo learns of a systems security breach, we may attempt to notify you electronically so that you can take appropriate protective steps. By using the Services, you agree that Venmo may communicate with you electronically. Venmo may post a notice on the website or mobile application if a security breach occurs. We may also send an email to you at the email address you have provided to us. Depending on where you live, you may have a legal right to receive notice of a security breach in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice of a security breach), please email us at privacy@venmo.com

HOW WE USE THE PERSONAL INFORMATION WE COLLECT

Our primary purpose in collecting personal information is to provide you with a safe, smooth, efficient, fun and customized experience. We may use your personal information to:

- provide the services and customer support you request;
- process transactions and send notices about your transactions or your network activity;
- resolve disputes, collect fees, and troubleshoot problems;
- prevent potentially fraudulent, prohibited or illegal activities, and enforce our User Agreement through the use of our risk and fraud tools which may include use of Account Information, Identification Information, Financial Information, Device Information, Social Web Information and Geolocation Information;
- create an account connection between your Venmo account and a third-party account or platform;
- customize, personalize, measure, and improve our services and the content and layout of our website;
- send you updates about new products and services that we are offering to customers;
- compare information for accuracy and verify it with third parties;
- perform other duties as required by law; and

- if you elect to share your Geolocation Information, we will use this information to enhance the security of the Services and we may use this information to provide you with location-specific options, functionality, offers, advertising, search results, or other location-specific content.

HOW WE SHARE PERSONAL INFORMATION WITHIN THE VENMO NETWORK

To process payments on Venmo, we need to share some of your personal information with the person or company that you are paying or is paying you. Your contact information, date of sign-up, the number of payments you have received and other verification metrics like social graph activity may be provided to users or companies when you transact with, on, or through Venmo.

We work with vendors to enable them to accept payments from you using Venmo. In doing so, a vendor may share information about you with us, such as your mobile phone number or Venmo username, when you attempt to pay that vendor. We use this information to confirm to that vendor that you are a Venmo customer and that the vendor should enable Venmo as a form of payment for your purchase.

Regardless, we will not disclose your credit card number or bank account number to anyone you have paid or who has paid you through Venmo, except with your express permission or if we are required to do so to comply with a subpoena or other legal process.

HOW WE SHARE PERSONAL INFORMATION WITH OTHER PARTIES

Venmo does not share your personal information with third parties for their promotional or marketing purposes.

Some personal information is public information and may be seen by anyone on the internet, whether or not they have a Venmo account. Public information may also be seen, accessed, reshared or downloaded through Venmo's APIs or third-party services that integrate with our products.

- Public information for personal profiles includes your Venmo username, profile photo, first and last name, month and year of Venmo account creation, and public transactions in which you've been involved.
- Public information for business profiles includes Venmo username, profile and background photos, business name, business description, and QR code. Public

information for business profiles may be indexed by and searchable on search engines.

In addition to any public information, your Venmo friends list may be seen by any logged-in Venmo user.

We may share your personal information with:

- Our parent company, PayPal, Inc. and affiliates and subsidiaries it controls, but only for purposes allowed by this document.
- Companies that PayPal, Inc. plans to merge with or be acquired by or, in the event of any bankruptcy, a bankruptcy estate. Should such a combination occur, we will require that the new combined entity follow this privacy policy with respect to your personal information. If your personal information could be used contrary to this policy, you will receive prior notice and the opportunity to communicate preferences you may have, if applicable.
- Law enforcement, government officials, or other third parties if PayPal is compelled to do so by a subpoena, court order or similar legal procedure, when it is necessary to do so to comply with law, or where the disclosure of personal information is reasonably necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of the Venmo User Agreement, or as otherwise required by law.
- Third party service providers who assist us in providing services to you or who provide fraud detection or similar services on our or any vendor's behalf.
- The other Venmo user participating in the transaction and, depending on the privacy setting of each Venmo account transaction, your Venmo friends and the Venmo friends of the other user participating in the transaction, or the public, through the Venmo feed on our website and mobile application and elsewhere on the internet.
- Service providers under contract who help with parts of our business operations (for example, fraud prevention, payment processing, or technology services). Our contracts dictate that these service providers only use your

information in connection with the services they perform for us and not for their own benefit.

- Other third parties with your consent or at your direction to do so, including if you authorize an account connection with a third-party account or platform.
 - For the purposes of this privacy policy, an "account connection" with such a third party is a connection you authorize or enable between your Venmo account and a non-Venmo account, payment instrument, or platform that you lawfully control or own. When you authorize such a connection, Venmo and the third-party will exchange your personal information and other information directly. Examples of account connections include, without limitation: linking your Venmo account to a social media account or social messaging service; connecting your Venmo account to a third-party data aggregation or financial services company, if you provide such company with your Venmo account log-in credentials; or using your Venmo account to make payments to a merchant or allowing a merchant to charge your Venmo account.
 - If you connect your Venmo account to other financial accounts, directly or through a third-party service provider, we may have access to your account balance and account and transactional information, such as purchases and funds transfers. If you choose to create an account connection, we may receive information from the third-party about you and your use of the third-party's service. For example, if you connect your Venmo account to a social media account, we will receive personal information from the social media provider via the account connection. We will use all such information that we receive from a third-party via an account connection in a manner consistent with this privacy policy.
 - Information that we share with a third-party based on an account connection will be used and disclosed in accordance with the third-party's privacy practices. Before authorizing an account connection, you should review the privacy notice of any third-party that will gain access to your personal information as part of the account connection.

For example, personal information that Venmo shares with a third-party account or platform such as a social media account may in turn be shared with certain other parties, including the general public, depending on the account's or platform's privacy practices.

- If you choose to use Siri or iMessage to send payments via Venmo or to otherwise use the Services, such use is subject to Apple's terms and conditions for use of iMessage and/or Siri, as applicable, and the terms of the Venmo User Agreement. By using Siri or iMessage, you authorize us to share some of your Venmo account data (including your friends list, list of persons you have transacted with most recently and most frequently, transaction instructions, and transaction notes) with Apple to allow it to facilitate transaction requests made through Siri or iMessage on iOS. Data shared with Apple will be used pursuant to Apple's then-current user agreements and privacy policies. You can grant or revoke Apple's access to Venmo on iOS at any time under the "Siri" or "iMessage" settings on your iPhone.

Venmo does not send your personal information to third-party social networks unless you have specifically requested or authorized us to do so. When you broadcast information to such third-party social networks, such information is no longer under the control of Venmo and is subject to the terms of use and privacy policies of such third parties.

HOW YOU CAN ACCESS OR CHANGE YOUR PERSONAL INFORMATION

You can review and update your personal information in your account settings at any time by logging in to your account.

LINKS TO OTHER SERVICES OR SITES

The Services may contain links to (or allow you to link to) other third-party services or websites. Venmo does not control the information collection of third-party services or websites that can be reached through such links. We encourage our users to be aware when they are linking to a third-party service or website and to read the privacy statements of any third-party service or website that collects personally identifiable information.

CHANGES TO OUR PRIVACY POLICY

Venmo is always improving. As the Services evolve we may occasionally update this privacy policy. If we modify this privacy policy, we will post the revised privacy policy to the website, and we will also revise the "last updated date" stated above. If we make material changes in the way we use personal information, we will notify you by posting an announcement on our mobile application or website or by sending you an e-mail. It is your responsibility to periodically review this privacy policy; users are bound by any changes to the privacy policy by using the Services after such changes have been first posted.

HOW TO CONTACT US

If you have questions or concerns regarding this privacy policy, or any feedback pertaining to your privacy and the Services that you would like us to consider, please email us at privacy@venmo.com

Consumer Privacy Notice

Venmo is a service provided by PayPal, Inc. ("Venmo")

Facts

What does Venmo do with your personal information?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- What? • Payment history or transaction history
- Credit history or credit scores

When you are no longer our customer, we continue to share your information as described in this notice.

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial com-

Facts**What does Venmo do with your personal information?**

panies can share their customers' personal information; the reasons Venmo chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information**Can you limit this sharing?**

For our everyday business purposes—

such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus

Yes No

For our marketing purposes—

Yes No

to offer our products and services to you

For joint marketing with other financial companies

Yes No

For our affiliates' everyday business purposes—

Yes No

information about your transactions and experiences

For our affiliates' everyday business purposes—

No We don't share

information about your creditworthiness

For our affiliates to market to you

No We don't share

For nonaffiliates to market to you

No We don't share

Who we are

Who is providing this Privacy Policy?

This privacy notice is provided by Venmo, a service of PayPal, Inc. in connection with its provision of Venmo, and is applicable to your personal Venmo account.

What we do

How does Venmo protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

We collect your personal information, for example, when you

What we do

How does Venmo collect my personal information?

- open an account or provide account information
- link your credit or debit card to your Venmo account or give us your contact information
- use your Venmo account to send or receive funds

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness

Why can't I limit all sharing?

- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more information on your rights under state law.

Definitions

Companies related by common ownership or control. They can be financial and nonfinancial companies.

Affiliates

- Our affiliates include Bill Me Later, Inc.

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

Nonaffiliates

- Nonaffiliates with which we share personal information include service providers that perform services or functions on our behalf.

Joint Market- A formal agreement between nonaffiliated financial companies that ing together market financial products or services to you.

Definitions

- Our joint marketing partners include financial companies and banks, such as Synchrony Bank and The Bancorp Bank.

Other important information

We may transfer personal information to other countries, for example, for customer service or to process transactions.

California: If your Venmo account has a California mailing address, we will not share personal information we collect about you except to the extent permitted under California law.

Vermont: If your Venmo account has a Vermont mailing address, we will not share personal information we collect about you with non-affiliates unless the law allows or you provide authorization.

California Consumer Privacy Act Notice

In this notice, we are addressing specific disclosure requirements under the California Consumer Privacy Act of 2018 for California residents. This notice should be read together with Venmo's Privacy Policy and applies to all California residents who visit our Sites or use the Services.

Personal Information Collection and Purposes of Use

We collect, use and share personal information regarding California residents as described in this notice.

We did not sell any consumers' personal information in the preceding 12 months.

California Residents' Privacy Rights

California residents have rights to request access to certain personal information collected about them over the past 12 months, or deletion of their personal information, subject to certain exceptions, and may not be discriminated against because they exercise any of their rights under the California Consumer Privacy Act. We may require you to provide additional personal information to verify your identity before we process your

request; we may not process your request if we are unable to verify your identity. You may contact us by clicking [here](#) or call us at [1-855-812-4430](tel:1-855-812-4430).

In the preceding

12 months, we have collected the following categories of personal information from California Residents:

a. Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license number, passport number, or other similar identifiers.

We have collected such personal information from the following categories of sources:

- from you when you use our Services
- merchants
- service providers
- financial institutions

We collected such personal information to use for the following purposes:

- provide the Services and customer support
- process transactions and send notices about your transactions or your network activity
- resolve disputes, collect fees, and troubleshoot problems
- prevent potentially fraudulent, prohibited or

In the preceding 12 months, we shared such personal information with the following categories of third parties:

- PayPal, Inc. and affiliates and subsidiaries it controls
- service providers
- financial institutions
- merchants
- third party accounts or platforms
- parties to the transaction
- other Venmo users

- | | |
|---|---|
| illegal activities, and enforce our User Agreement | • internet users (some personal information is public information including your Venmo username, Venmo profile photo, Venmo profile first and last name, month, and year of Venmo account creation, and public transactions in which you've been involved, and may be seen by anyone on the internet, whether or not they have a Venmo account) |
| • create an account connection between your Venmo account and a third-party account or platform | |
| • customize, personalize, measure, and improve our services and the content and layout of our website | |
| • send you updates about new products and services that we are offering to customers | |
| • compare information for accuracy | • third parties for our business purposes or as permit- |

		and verify it with third parties	ted or required by law
		<ul style="list-style-type: none"> perform other duties as required by law 	<ul style="list-style-type: none"> law enforcement, government officials, or other third parties
<p>b. Any categories of personal information described in subdivision (e) of Section 1798.80: “Personal information” means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number,</p>	<ul style="list-style-type: none"> from you when you use our Services merchants service providers financial institutions 	<ul style="list-style-type: none"> provide the Services and customer support process transactions and send notices about your transactions or your network activity resolve disputes, collect fees, and troubleshoot problems prevent potentially fraudulent, prohibited or illegal activi- 	<ul style="list-style-type: none"> PayPal, Inc. and affiliates and subsidiaries it controls service providers financial institutions merchants third party accounts or platforms parties to the transaction other Venmo users internet users (some personal infor-

passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

ties, and enforce our User Agreement

- create an account connection between your Venmo account and a third-party account or platform
- customize, personalize, measure, and improve our services and the content and layout of our website
- send you updates about new products and services that we are offering to customers
- compare information for accuracy and verify it

mation is public information including your Venmo username, Venmo profile photo, Venmo profile first and last name, month, and year of Venmo account creation, and public transactions in which you've been involved, and may be seen by anyone on the internet, whether or not they have a Venmo account)

- third parties for our business purposes or as permitted or required by law

		with third parties	• law enforcement, government officials, or other third parties
		• perform other duties as required by law	
c. Characteristics of protected classifications under California or federal law.	<ul style="list-style-type: none"> • from you when you use our Services • service providers 	<ul style="list-style-type: none"> • provide the Services • prevent potentially fraudulent, prohibited or illegal activities, and enforce our User Agreement • send you updates about new products and services that we are offering to customers • compare information for accuracy and verify it with third parties 	<ul style="list-style-type: none"> • PayPal, Inc. and affiliates and subsidiaries it controls • service providers • financial institutions • third parties for our business purposes or as permitted or required by law • law enforcement, government officials, or other third parties

- perform other duties as required by law
- d. Commercial information, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- from you when you use our Services
 - merchants
 - service providers
 - financial institution
- provide the Services and customer support
 - process transactions and send notices about your transactions or your network activity
 - resolve disputes, collect fees, and troubleshoot problems
 - prevent potentially fraudulent, prohibited or illegal activities, and enforce our User Agreement
- PayPal, Inc. and affiliates and subsidiaries it controls
 - service providers
 - financial institutions
 - merchants
 - third party accounts or platforms
 - parties to the transaction
 - other Venmo users
 - internet users (some personal information is public information including your Venmo

- create an account connection between your Venmo account and a third-party account or platform
 - customize, personalize, measure, and improve our services and the content and layout of our website
 - send you updates about new products and services that we are offering to customers
 - compare information for accuracy and verify it with third parties
 - perform other duties
- username, Venmo profile photo, Venmo profile first and last name, month, and year of Venmo account creation, and public transactions in which you've been involved, and may be seen by anyone on the internet, whether or not they have a Venmo account)
 - third parties for our business purposes or as permitted or required by law
 - law enforcement, government officials, or

		as required by law	other third parties
e. Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an Internet Web site, application, or advertisement.	<ul style="list-style-type: none"> • from you when you use our Services • merchants • service providers 	<ul style="list-style-type: none"> • provide the Services and customer support • process transactions and send notices about your transactions or your network activity • resolve disputes, collect fees, and troubleshoot problems • prevent potentially fraudulent, prohibited or illegal activities, and enforce our User Agreement • create an account connection 	<ul style="list-style-type: none"> • PayPal, Inc. and affiliates and subsidiaries it controls • service providers • financial institutions • third party accounts or platforms • third parties for our business purposes or as permitted or required by law • law enforcement, government officials, or other third parties

between your
Venmo
account and a
third-party
account or
platform

- customize,
personalize,
measure, and
improve our
services and
the content
and layout of
our website
- send you
updates
about new
products and
services that
we are offer-
ing to cus-
tomers
- compare
information
for accuracy
and verify it
with third
parties
- perform
other duties
as required
by law

f. Geolocation data.	<ul style="list-style-type: none"> • from you if you elect to share this information • service providers 	<ul style="list-style-type: none"> • to enhance the security of Services, provide you with location-specific options, functionality, offers, advertising, search results, or other location-specific content • prevent potentially fraudulent, prohibited or illegal activities, and enforce our User Agreement 	<ul style="list-style-type: none"> • PayPal, Inc. and affiliates and subsidiaries it controls • service providers • third parties for our business purposes or as permitted or required by law • law enforcement, government officials, or other third parties
g. Audio, electronic, visual, thermal, olfactory, or similar information.	<ul style="list-style-type: none"> • from you when you use our Services 	<ul style="list-style-type: none"> • provide the Services and customer support • process transactions • resolve disputes, collect fees, and 	<ul style="list-style-type: none"> • PayPal, Inc. and affiliates and subsidiaries it controls • service providers • third parties for our busi-

		troubleshoot problems	ness purposes or as permitted or required by law
		<ul style="list-style-type: none"> prevent potentially fraudulent, prohibited or illegal activities, and enforce our User Agreement 	<ul style="list-style-type: none"> law enforcement, government officials, or other third parties
		<ul style="list-style-type: none"> compare information for accuracy and verify it with third parties 	
		<ul style="list-style-type: none"> perform other duties as required by law 	
h. Inferences drawn from any of the information identified in this subdivision to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological	<ul style="list-style-type: none"> from you when you use our Services merchants service providers 	<ul style="list-style-type: none"> provide the Services prevent potentially fraudulent, prohibited or illegal activities, and enforce our 	<ul style="list-style-type: none"> PayPal, Inc. and affiliates and subsidiaries it controls service providers third parties for our business purposes

trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

User Agreement

- customize, personalize, measure, and improve our services and the content and layout of our website
- send you updates about new products and services that we are offering to customers
- perform other duties as required by law

or as permitted or required by law

- law enforcement, government officials, or other third parties

EXHIBIT L-02

Venmo Mastercard Privacy Policy

Privacy Policy

This Privacy Policy is effective until December 31, 2019. Click [here](#) to review the Privacy Policy effective after that date.

LAST UPDATED

July 25, 2019

OUR COMMITMENT TO PRIVACY

Venmo, a PayPal, Inc. service, knows that you care about how your personal information is used and shared, and we take your privacy seriously. Our primary goal is to provide you with exceptional service, and we understand that you may have questions or concerns regarding your personal information and how it will be used. To make this privacy policy easy to find, we make it available from the home page of the Venmo website at venmo.com (the "website") and through our mobile applications. You may also email us at privacy@venmo.com with any privacy-related questions you have.

APPLICABILITY OF PRIVACY POLICY

This privacy policy applies to all information we collect through our Services from current and former Venmo users, including you. "Services" means any products, services, content, features, technologies, or functions, and all related websites, applications and services offered to you by PayPal, Inc. in connection with a Venmo account. When you are no longer our customer, we continue to share your information as described in this policy. This policy only applies to the Services and does not apply to the practices of any other PayPal service.

Throughout this policy, we use the term "personal information" to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been aggregated and/or anonymized so that it does not identify a specific user.

THE INFORMATION WE COLLECT

When you visit the website or use one of our mobile applications or other Services, we collect your IP address, and standard web log information, such as your browser type and the pages you accessed on our website. We also may collect Geolocation Information (defined below). If you do not agree to our collection of this information, you may not be able to use our Service.

If you open a Venmo account, we collect the following information from you:

- Account Information - text-enabled cellular/wireless telephone number, machine or mobile device ID and other similar information.
- Identification Information - your name, street address, email address, date of birth, and SSN (or other governmental issued verification numbers).
- Device Information - information about you: (a) from your mobile device or computer such as your device type, machine or mobile device identification number, Geolocation Information, time zone, language setting, browser type, and IP address, and (b) from third parties for purposes of transaction processing, identity verification, fraud detection or prevention and other similar purposes. For fraud prevention purposes, we also may link your machine ID with the machines of others who use your same payment cards.
- Geolocation Information - information that identifies with reasonable specificity your location by using, for instance, longitude and latitude coordinates obtained through GPS, Wi-Fi, or cell site triangulation. We will collect this data for fraud and risk purposes. In addition, some of our Services may ask you for permission to share your current location within your device settings to enhance our Services. If you do not agree to our collection of Geolocation Information, our Services may not function properly when you try to use them. For information about your ability to restrict the collection and use of Geolocation Information to enhance our Services, please refer to the settings available in your device.
- Social Web Information - including but not limited to your Facebook Connect credentials and email account information. If you authorize Facebook Connect, the plug in allows us access to your email address, Facebook friends list, and public profile (including profile picture). We also allow you to import data from other social web services, including but not limited to Twitter, FourSquare, and email service providers. Social and e-mail contact information

helps you connect to friends and contacts for invitation and payment transmission purposes (as well as helping us improve the Services and fight fraud). Additionally, another Venmo user may mention you in a transaction to which you are not a party by “tagging” your username in a transaction note or comment. When you are mentioned in a transaction note or comment into which you have visibility (e.g., a public transaction, a “friends only” transaction by one of your Venmo friends, or a comment on either such transaction), a link to your Venmo profile will appear in the transaction note or comment and, if your push notifications are turned on, you will receive a push notification about the mentions. You may manage certain contact preferences and notifications in your account settings.

- Financial Information - bank account online login information, bank account and routing numbers and credit cards linked to your Venmo account. Venmo does not share financial information with third party social networking services such as those listed in the prior bullet.

We are committed to providing a safe, secure and all around great service. Therefore, before permitting you to use the Services, we may require additional information from you we can use to verify your identity, address or other information or to manage risk and compliance throughout our relationship. We may also obtain information about you from third parties such as identity verification, fraud prevention and similar services.

When you are using the Services, we collect information about your account transactions and we may collect Geolocation Information and/or information about your computer or other access device for fraud prevention and other similar purposes.

Finally, we may collect additional information from or about you in other ways not specifically described here. For example, we may collect information related to your contact with our customer support team or store results when you respond to a survey.

INFORMATION FROM CHILDREN

The Services are not directed to children under the age of 13. If we obtain actual knowledge that we have collected personal information from a child under the age of 13, we will promptly delete it, unless we are legally obligated to retain such data. [Contact us](#) if you believe that we have mistakenly or unintentionally collected information from a child under the age of 13.

HOW WE USE COOKIES

When you visit or use our Services, or visit a third-party website for which we provide online services, we and certain business partners and vendors may use cookies and other tracking technologies (collectively, "Cookies"). We use Cookies to recognize you as a customer; customize Services, other content and advertising; measure the effectiveness of promotions; perform a wide range of analytics; mitigate risk and prevent potential fraud; and to promote trust and safety across our Services.

Certain Services are only available through the use of Cookies, so if you choose to disable or decline Cookies, your use of certain Services may be limited or not possible.

Do Not Track: Do Not Track ("DNT") is an optional browser setting that allows you to express your preferences regarding tracking by advertisers and other third-parties. We do not respond to DNT signals.

HOW WE PROTECT & STORE PERSONAL INFORMATION

We store and process your personal information using third party servers located in data centers in the United States. This information is protected by physical, electronic and procedural safeguards in compliance with applicable US federal and state regulations. We also use computer safeguards such as firewalls and data encryption, we enforce physical access controls to our office and files, and we authorize access to personal information only for those employees who require it to fulfill their job responsibilities.

We strive to ensure security on our systems. Despite our efforts, we cannot guarantee that personal information may not be accessed, disclosed, altered or destroyed by breach of our administrative, managerial and technical safeguards. Therefore, we urge you to take adequate precautions to protect your personal data as well, including never sharing your Venmo password with anyone.

If Venmo learns of a systems security breach, we may attempt to notify you electronically so that you can take appropriate protective steps. By using the Services, you agree that Venmo may communicate with you electronically. Venmo may post a notice on the website or mobile application if a security breach occurs. We may also send an email to you at the email address you have provided to us. Depending on where you live, you may have a legal right to receive notice of a security breach in writing. To receive free writ-

ten notice of a security breach (or to withdraw your consent from receiving electronic notice of a security breach), please email us at privacy@venmo.com

HOW WE USE THE PERSONAL INFORMATION WE COLLECT

Our primary purpose in collecting personal information is to provide you with a safe, smooth, efficient, fun and customized experience. We may use your personal information to:

- provide the services and customer support you request;
- process transactions and send notices about your transactions or your network activity;
- resolve disputes, collect fees, and troubleshoot problems;
- prevent potentially fraudulent, prohibited or illegal activities, and enforce our User Agreement through the use of our risk and fraud tools which may include use of Account Information, Identification Information, Financial Information, Device Information, Social Web Information and Geolocation Information;
- create an account connection between your Venmo account and a third-party account or platform;
- customize, personalize, measure, and improve our services and the content and layout of our website;
- send you updates about new products and services that we are offering to customers;
- compare information for accuracy and verify it with third parties;
- perform other duties as required by law; and
- if you elect to share your Geolocation Information, we will use this information to enhance the security of the Services and we may use this information to provide you with location-specific options, functionality, offers, advertising, search results, or other location-specific content.

HOW WE SHARE PERSONAL INFORMATION WITHIN THE VENMO NETWORK

To process payments on Venmo, we need to share some of your personal information with the person or company that you are paying or is paying you. Your contact information, date of sign-up, the number of payments you have received and other verification metrics like social graph activity may be provided to users or companies when you transact with, on, or through Venmo.

We work with vendors to enable them to accept payments from you using Venmo. In doing so, a vendor may share information about you with us, such as your mobile phone number or Venmo username, when you attempt to pay that vendor. We use this information to confirm to that vendor that you are a Venmo customer and that the vendor should enable Venmo as a form of payment for your purchase.

Regardless, we will not disclose your credit card number or bank account number to anyone you have paid or who has paid you through Venmo, except with your express permission or if we are required to do so to comply with a subpoena or other legal process.

HOW WE SHARE PERSONAL INFORMATION WITH OTHER PARTIES

Venmo does not share your personal information with third parties for their promotional or marketing purposes.

Some personal information is public information (including your Venmo username, Venmo profile photo, Venmo profile first and last name, month, and year of Venmo account creation, and public transactions in which you've been involved), and may be seen by anyone on the internet, whether or not they have a Venmo account. Public information may also be seen, accessed, reshared or downloaded through Venmo's APIs or third-party services that integrate with our products. In addition to any public information, your Venmo friends list may be seen by any logged-in Venmo user.

We may share your personal information with:

- Our parent company, PayPal, Inc. and affiliates and subsidiaries it controls, but only for purposes allowed by this document.
- Companies that PayPal, Inc. plans to merge with or be acquired by or, in the event of any bankruptcy, a bankruptcy estate. Should such a combination occur, we will require that the new combined entity follow this privacy policy with respect to your personal information. If your personal information could be used contrary to this policy, you will receive prior notice and the opportunity to communicate preferences you may have, if applicable.
- Law enforcement, government officials, or other third parties if PayPal is compelled to do so by a subpoena, court order or similar legal procedure, when it is necessary to do so to comply with law, or where the disclosure of personal information is reasonably necessary to prevent physical harm or financial loss,

to report suspected illegal activity, or to investigate violations of the Venmo User Agreement, or as otherwise required by law.

- Third party service providers who assist us in providing services to you or who provide fraud detection or similar services on our or any vendor's behalf.
- The other Venmo user participating in the transaction and, depending on the privacy setting of each Venmo account transaction, your Venmo friends and the Venmo friends of the other user participating in the transaction, or the public, through the Venmo feed on our website and mobile application and elsewhere on the internet.
- Service providers under contract who help with parts of our business operations (for example, fraud prevention, payment processing, or technology services). Our contracts dictate that these service providers only use your information in connection with the services they perform for us and not for their own benefit.
- Other third parties with your consent or at your direction to do so, including if you authorize an account connection with a third-party account or platform.
 - For the purposes of this privacy policy, an "account connection" with such a third party is a connection you authorize or enable between your Venmo account and a non-Venmo account, payment instrument, or platform that you lawfully control or own. When you authorize such a connection, Venmo and the third-party will exchange your personal information and other information directly. Examples of account connections include, without limitation: linking your Venmo account to a social media account or social messaging service; connecting your Venmo account to a third-party data aggregation or financial services company, if you provide such company with your Venmo account log-in credentials; or using your Venmo account to make payments to a merchant or allowing a merchant to charge your Venmo account.
 - If you connect your Venmo account to other financial accounts, directly or through a third-party service provider, we may have access to your account balance and account and transactional information, such as purchases and funds transfers. If you choose to create an account connection, we may receive information from the third-party about you and your use of the third-party's service. For

example, if you connect your Venmo account to a social media account, we will receive personal information from the social media provider via the account connection. We will use all such information that we receive from a third-party via an account connection in a manner consistent with this privacy policy.

- Information that we share with a third-party based on an account connection will be used and disclosed in accordance with the third-party's privacy practices. Before authorizing an account connection, you should review the privacy notice of any third-party that will gain access to your personal information as part of the account connection. For example, personal information that Venmo shares with a third-party account or platform such as a social media account may in turn be shared with certain other parties, including the general public, depending on the account's or platform's privacy practices.
- If you choose to use Siri or iMessage to send payments via Venmo or to otherwise use the Services, such use is subject to Apple's terms and conditions for use of iMessage and/or Siri, as applicable, and the terms of the Venmo User Agreement. By using Siri or iMessage, you authorize us to share some of your Venmo account data (including your friends list, list of persons you have transacted with most recently and most frequently, transaction instructions, and transaction notes) with Apple to allow it to facilitate transaction requests made through Siri or iMessage on iOS. Data shared with Apple will be used pursuant to Apple's then-current user agreements and privacy policies. You can grant or revoke Apple's access to Venmo on iOS at any time under the "Siri" or "iMessage" settings on your iPhone.

Venmo does not send your personal information to third-party social networks unless you have specifically requested or authorized us to do so. When you broadcast information to such third-party social networks, such information is no longer under the control of Venmo and is subject to the terms of use and privacy policies of such third parties.

HOW YOU CAN ACCESS OR CHANGE YOUR PERSONAL INFORMATION

You can review and update your personal information in your account settings at any time by logging in to your account.

LINKS TO OTHER SERVICES OR SITES

The Services may contain links to (or allow you to link to) other third-party services or websites. Venmo does not control the information collection of third-party services or websites that can be reached through such links. We encourage our users to be aware when they are linking to a third-party service or website and to read the privacy statements of any third-party service or website that collects personally identifiable information.

CHANGES TO OUR PRIVACY POLICY

Venmo is always improving. As the Services evolve we may occasionally update this privacy policy. If we modify this privacy policy, we will post the revised privacy policy to the website, and we will also revise the "last updated date" stated above. If we make material changes in the way we use personal information, we will notify you by posting an announcement on our mobile application or website or by sending you an e-mail. It is your responsibility to periodically review this privacy policy; users are bound by any changes to the privacy policy by using the Services after such changes have been first posted.

HOW TO CONTACT US

If you have questions or concerns regarding this privacy policy, or any feedback pertaining to your privacy and the Services that you would like us to consider, please email us at privacy@venmo.com

Consumer Privacy Notice

Venmo is a service provided by PayPal, Inc. ("Venmo")

Facts What does Venmo do with your personal information?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect,

Facts What does Venmo do with your personal information?

share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- What?** • Payment history or transaction history
- Credit history or credit scores

When you are no longer our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Venmo chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Venmo share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	

Reasons we can share your personal information**Does Venmo share?****Can you limit this sharing?**

We don't share

Who we are**Who is providing this Privacy Policy?**

This privacy notice is provided by Venmo, a service of PayPal, Inc. in connection with its provision of Venmo, and is applicable to your personal Venmo account.

What we do**How does Venmo protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

We collect your personal information, for example, when you

How does Venmo collect my personal information?

- open an account or provide account information
- link your credit or debit card to your Venmo account or give us your contact information
- use your Venmo account to send or receive funds

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Federal law gives you the right to limit only

Why can't I limit all sharing?

- sharing for affiliates' everyday business purposes— information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more information on your rights under state law.

Definitions

Definitions

Affiliates Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include Bill Me Later, Inc.

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

Nonaffiliates • Nonaffiliates with which we share personal information include service providers that perform services or functions on our behalf.

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

**Joint
Marketing**

- Our joint marketing partners include financial companies.

Other important information

We may transfer personal information to other countries, for example, for customer service or to process transactions.

California: If your Venmo account has a California mailing address, we will not share personal information we collect about you except to the extent permitted under California law.

Vermont: If your Venmo account has a Vermont mailing address, we will not share personal information we collect about you with non-affiliates unless the law allows or you provide authorization.